


**SOCIAL IMPACT PARTNERSHIPS TO PAY FOR RESULTS ACT
NOTICE OF AWARD**

Recipient: City and County of Denver 201 W. Colfax Avenue Denver, CO 80202-5330	SIPPRA Program Federal Award Identification Number (FAIN): [To be added when federal obligation is recorded] DUNS Number: 034108758 DUNS Registered Name: Denver, City and County of Employer Identification Number: 84-6000580 CFDA Number and Name: 21.017- Social Impact Partnerships to Pay for Results Act (SIPPRA)
Project: Denver Housing to Health (H2H) Pay for Success Project	
<p>The U.S. Department of the Treasury ("Treasury"), pursuant to this Notice of Award (this "Notice of Award"), hereby issues this award to the City and County of Denver, Colorado ("Recipient") under the Social Impact Partnerships to Pay for Results Act (the "Act") Pub. L. 115-123 (codified as 42 U.S.C. § 1397n et seq.).</p> <p>Treasury and Recipient hereby agree that this award shall be governed by the following Schedules, which are hereby incorporated into this Notice of Award in their entirety and are made a material part hereof: the 1) General Award Terms and Conditions (including Annexes A-E); 2) Special Award Condition(s), if applicable; and 3) Application (original application, other supporting documents, answers to Council questions, updated outcome valuation, assurances, certifications, and statements for Title VI pre-award compliance). By executing this Notice of Award, Recipient agrees to abide by all the terms of this Notice of Award, including the Schedules attached hereto, which collectively constitute the Project Grant Agreement. A copy of the General Award Terms and Conditions will be maintained on Treasury's SIPPRA website at https://home.treasury.gov/services/social-impact-partnerships/sippa-pay-for-results.</p> <p>This Notice of Award constitutes an offer of a federal award. To officially accept the award, sign the Notice of Award and return it to Treasury by October 28, 2021. Failure to sign and return the Notice of Award by October 28, 2021 may result in the SIPPRA award being withdrawn without additional notification.</p>	
Period of Performance Start Date: April 29, 2022	
Period of Performance End Date: April 28, 2029	
Total Amount of the Federal Award: \$5,512,000.00	
Amount of Federal Funds Obligated by this Action (Maximum Outcome Payment): \$5,512,000.00	
Catherine D. Wolfram  Digitally signed by Catherine D. Wolfram Date: 2021.10.05 16:11:15 -04'00' <hr/> U.S. Department of the Treasury Authorized Representative: Catherine Wolfram Title: Acting Assistant Secretary for Economic Policy Date signed: October 5, 2021	See following page for Recipient signatures <hr/> Recipient Date signed (Federal Award Date):
Treasury Contact Information: Kathleen Victorino SIPPRA Program Director Kathleen.Victorino2@treasury.gov	Recipient Contact Information:

Contract Control Number: HOST-202160100
Contractor Name: U.S. Department of Treasury

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-202160100
U.S. Department of Treasury

By: See attached

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Schedule 1: General Award Terms and Conditions

The following constitutes the General Award Terms and Conditions applicable to all awards issued under section 2053(c) of the Act in accordance with the Notice of Funding Availability published by Treasury in the Federal Register at 84 FR 5560 on February 21, 2019 (the “NOFA”). Capitalized terms not defined below shall have the meanings provided in the NOFA. In the event of a conflict between the terms below and any Special Award Conditions provided for an award, the Special Award Conditions shall control. In the event of a conflict between any General Award Terms and Conditions or Special Award Conditions and the NOFA, the General Award Terms and Conditions or Special Award Conditions, as the case may be, shall control.

1. Project Plan (Scope of Work). Recipient shall carry out the project plan set forth in Annex A to Schedule 1 (the “Project Plan”).
2. Project Partners and Independent Evaluator.
 - a. Except as provided in section 2.b., below, Recipient shall comply with the terms of the Project Partnership Agreement(s) attached as Annex B to Schedule 1 (the parties thereto other than Recipient being the “Project Partners”) and the independent evaluator agreement attached as Annex C to Schedule 1 with the independent evaluator for the project (the “Independent Evaluator”).
 - b. For each Project Partnership Agreement and independent evaluator contract entered into by Recipient after the Federal Award Date, Recipient shall submit a fully executed version of such Project Partnership Agreement or independent evaluator contract, as applicable, to Treasury within five business days of such Project Partnership Agreement or independent evaluator contract being fully executed. The terms of such Project Partnership Agreement(s) or the independent evaluator contract shall be substantially similar to the terms of the agreements attached as Annex B to Schedule 1 and Annex C to Schedule 1, as applicable, unless previously agreed to in writing by Treasury.
3. Outcome Payments. Treasury shall make outcome payments to Recipient as set forth in Annex D to Schedule 1 if each of the following conditions is satisfied, provided that payments under this award shall not exceed \$5,512,000. No payments based on actual costs incurred will be made. No payments for indirect costs are allowable under this agreement.
 - a. The Independent Evaluator has validated using the evaluation design provided in Annex E to Schedule 1 (the “Evaluation Design”) that:
 - i. The outcome targets for any given project year and for any given cohort set forth in Annex D to Schedule 1 were achieved;
 - ii. Such outcomes were achieved as a result of the intervention rather than other factors; and
 - iii. The project was delivered with fidelity with respect to the Project Plan;
 - b. The Independent Evaluator has validated, using the budget methodology set forth in the NOFA and using realized (*i.e.*, observed) outcomes, federal outlays, and revenues that the amount of the outcome payment is equal to or less than the value of the outcome to the federal government; and
 - c. Treasury, in consultation with Recipient, has concurred with the validation of the Independent Evaluator referenced in paragraphs (a) and (b) above.

4. Prior Approvals.

- a. Recipient shall obtain the express written approval of Treasury prior to making any changes to the following:
 - i. The Project Plan;
 - ii. The Evaluation Design;
 - iii. The Project Partners or the terms of the Partnership Agreement(s), including the source of financing;
 - iv. The Independent Evaluator (including principal staff) or the terms of the Independent Evaluator Agreement; or
 - v. The Period of Performance.
- b. Recipient shall obtain the express written approval from Treasury prior to transferring or contracting out any work under this award other than the acquisition of supplies, material, equipment or general support services, unless described in the application and approved in this award.
- c. Recipient may not transfer, pledge, mortgage, or otherwise assign this award, or any interest therein, or any claim arising thereunder, to any party without the express written approval of Treasury.
- d. Treasury may grant any such approval in its sole discretion. For the avoidance of doubt, any changes in law or government policy, changes in general economic conditions, natural disasters, the nonperformance by the Independent Evaluator or the Project Partners or other changes that affect the ability of Recipient to meet the specified outcomes shall not impose any requirement on Treasury to approve any changes requested by Recipient.
- e. No change to the outcome targets or amount of outcome payments provided in Annex D to Schedule 1 shall be permitted.

5. Subawards. Recipient is not permitted to make subawards under this award.

6. Cost Sharing. Cost sharing or matching funds, as defined in the Uniform Guidance, are not applicable to this award. The financial contributions from any investors for project implementation are not characterized as cost sharing or matching funds.

7. Compliance with Applicable Law.

- a. Recipient, in carrying out the scope of work and in all other matters relating to this award, must comply with the requirements of the Act, all applicable federal statutes, regulations, executive orders, and with all applicable requirements for state and local laws and ordinances to the extent that such requirements do not conflict with federal law and regulations and shall provide for such compliance in any agreements it enters into with other parties relating to this award. Such applicable federal regulations include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, provided that:
 1. The requirements of 2 C.F.R. § 200.307 regarding program income shall not apply to this award. Program income shall not reduce the amount of the award or be added to the award.
 2. Pursuant to 2 C.F.R. § 200.401(a)(5), the cost principles set forth in 2 C.F.R. subpart E shall not apply to this award.

- ii. OMB Guidelines to Agencies on Governmentwide Nonprocurement Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, and 31 C.F.R. Part 19.
 - iii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - v. Rules and Procedures for Efficient Federal-State Funds Transfers, 31 C.F.R. Part 205.
 - vi. Controlling Paperwork Burdens on the Public, 5 C.F.R. Part 1320.
 - vii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including the ADA Amendments Act of 2008 (Public Law 110-325, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and
 - vi. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- c. Recipient must take reasonable measures to safeguard protected personally identifiable information consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- d. Recipient must submit quarterly performance progress reports to Treasury that describe project activities during the reporting period to assist the Treasury in monitoring and tracking the performance of Recipient's award pursuant to 2 C.F.R. § 200.329(c)(1).

8. Financial Reports.

- a. During the Period of Performance, Recipient must submit a "Federal Financial Report" (SF-425) found at <https://www.grants.gov/web/grants/forms/post-award-reportingforms.html> on an annual basis for the period ending December 31 per 2 C.F.R. § 200.328. The report is due no later than 30 days following the end of the reporting period. It is noted that a zero dollar report will be submitted until a payout is made.

- b. Recipient must submit all financial reports to Treasury, unless otherwise specified by Treasury in writing.

9. Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e).

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, Recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- b. Recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to the award.
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

10. Audit and Records Retention Requirements.

- a. Recipient is responsible for complying with all applicable audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.
- b. The three-year period provided for in 2 C.F.R. § 200.334 regarding records retention shall begin on the date of the final report of the Independent Evaluator.
- c. For the purposes of 2 C.F.R. § 200.334, the term “records” shall include but not be limited to:
 - i. All supporting documentation for the performance outcomes; and
 - ii. Any reports, publications, and data sets from any research conducted under this award.
- d. Recipient is authorized to enter into contracts to complete the approved scope of work, Recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

11. Contract Provision. All contracts made by Recipient under a federal award, as applicable, must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Recipient must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

12. Access to Records and Recipient’s Sites.

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of Recipient that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Recipient’s personnel

for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

- b. If Recipient is authorized to enter into contracts to complete the approved scope of work, Recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- c. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and contractors corresponding to the duration of their records retention obligation for this award.

13. Award Disbursement

- a. Recipient will submit an invoice requesting payment to Treasury via email at SIPPRA@treasury.gov or such other email address as Treasury may provide to Recipient from time to time. The invoice must be accompanied by documentation sufficient to demonstrate that all conditions set forth in section 3 (Outcome Payments) have been satisfied. Treasury will approve or decline the invoice request within three business days of receiving the invoice. If approved, Treasury will initiate an ACH payment to Recipient to the Recipient's bank account listed in SAM.gov.
- b. Requirements applicable to recipients that are States: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," 2 C.F.R. § 200.305 and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

14. Remedies for Noncompliance

- a. If Treasury determines that Recipient has failed to comply with SIPPRA, these General Award Terms and Conditions, or any Special Award Conditions, Treasury may take any of the actions provided for in 2 C.F.R. § 200.339.
- b. Treasury will notify Recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. Recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.
- c. Treasury will consider any and all information provided by Recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.
- d. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to Recipient. In such cases, Recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
- e. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit.

Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

15. Termination

- a. Treasury may terminate this award in accordance with 2 C.F.R. § 200.340.
- b. If Treasury terminates this award pursuant to 2 C.F.R. § 200.340(a)(1) or (2), Treasury shall not be required to make any further outcome payments under the award.
- c. Treasury's determination at any point during the Performance Period that none of the conditions to making outcome payments will be met shall constitute cause for termination of the award.
- d. Any requests for termination by Recipient must be made in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

16. Amendments

- a. The terms of the award may be amended with the written approval of Recipient and Treasury.
- b. Treasury reserves the right to amend the terms of the award if required by federal law or regulation.
- c. Recipients must submit any requests for amendments in writing to Treasury and must include an explanation for the reason this award should be amended.

17. Debts Owed the Federal Government

- a. Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.
- b. Any funds paid to Recipient in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award constitute a debt to the federal government.
 - i. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - ii. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- iii. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

18. Research Involving Human Subjects. Recipient shall notify Treasury prior to engaging in any research that involves human subjects and agrees to comply with the provisions of the U.S. Department of Health and Human Services' regulation regarding the protection of human subjects, 45 C.F.R. Part 46, in performing any such research.

19. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

20. Publications and Signage

- a. Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage informing the public about the project described in the Project Plan attached as Annex A to Schedule 1 must clearly display the following language:

“This project [is being] [was] supported, in whole or in part, by federal award number [XXXX-XXXX] awarded to [name of recipient] by the U.S. Department of the Treasury under the Social Impact Partnerships to Pay for Results Act Program.”
- b. Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this award must display the following additional language:

“This project [is being] [was] supported, in whole or in part, by federal award number [XXXX-XXXX] awarded to [name of recipient] by the U.S. Department of the Treasury under the Social Impact Partnerships to Pay for Results Act Program. The opinions, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), the Department of the Treasury. Rather, the references are illustrations to supplement discussion of the issues.”

21. Protections for Whistleblowers

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;

- ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
22. Governmentwide Debarment and Suspension (nonprocurement). Recipient is required to comply with the governmentwide system of debarment and suspension set forth in Treasury's implementing regulations at 31 CFR Part 19 and to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 CFR Part 19.
23. Recipient Integrity and Performance Matters. The award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
24. System for Award Management (SAM) and Universal Identifier Requirements. The award term set forth in 2 C.F.R. Part 25, Appendix A to Part 25 is hereby incorporated by reference.
25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage as applicable, its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Annex A to Schedule 1: Project Plan

Denver Housing to Health (H2H) Pay for Success project

Project Narrative

The outcome goals of the project and rigorous evidence demonstrating that the intervention can be expected to produce the desired outcomes.

The Denver Housing to Health (H2H) Pay for Success project will leverage the infrastructure and partnership established for Denver's pay-for-success Social Impact Bond (SIB), which seeks to break the community-to-jail cycle by increasing housing stability and decreasing jail time among individuals who are high users of the city's resources and experiencing homelessness. Launched in 2016, the five-year Denver SIB is one of the first supportive housing programs funded through the financing mechanism of a social impact bond. To date, the SIB is demonstrating exceptional results for the clients, the investors and the city. The SIB's service partners—Mental Health Center of Denver (MHCD) and Colorado Coalition for the Homeless (CCH), who are also the partners for the proposed project—provide a combination of permanent supportive housing with wraparound services, such as mental health counseling, to help people improve their stability. The Urban Institute serves as the SIB's external evaluator and is conducting a randomized controlled trial (RCT) to measure participants' housing stability and their days spent in jail compared with people who receive services as usual in the community. *Three years into the five-year project, 85% of the 285 participants remain in housing. After one year in housing, 44% of participants did not return to jail, meaning they had a significantly lower number of jail days than members of the target population had before their referral to the program.* Though a large share of individuals in the project still have gone to jail, averaging 34 days per year, the number is significantly lower than the estimated 77 average jail days for this target population in the absence of housing, based on data prior to the SIB. To date, the City has paid a total of \$1,025,968 to its eight private investors based on the program's outcomes (those investors contributed \$8.6 million to the program). Based on these results, the City of Denver committed an additional \$2.4 million in funding to expand the program from serving 250 people to 325 in 2018. The program also uses \$2.7 million in federal Low-Income Housing Tax Credits (\$27 million over 10 years) and over \$3.2 million in gap financing provided by the City and State to fund the newly constructed SIB-designated buildings. Denver expects to save between \$3 million and \$15 million by alleviating the homelessness-jail cycle.

Using this same infrastructure that was built for the Denver SIB, H2H will serve a new target population—homeless individuals who have a record of at least eight arrests over the past three years in Denver County, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). H2H's theory of change is that net Medicaid and Medicare expenditures will be reduced by providing this population with supportive housing with a modified assertive community treatment (ACT) model with wraparound support. The intermediate outcome goals of this intervention are:

- Increased housing stability (reduction in homelessness)
- Decreased police contacts (reduced alcohol and drug use, trespassing, panhandling)
- Increased access to health services (mental and physical health care, substance abuse treatment, and preventive, office-based care).

The long-term outcomes of this intervention are:

- Improved health (decreased severity of illness, improved mental and physical health)
- Increased access to health services (resulting in decreased visits to detoxification centers and decreased avoidable emergency room and hospital visits)
- Decreased criminal justice involvement (fewer arrests and jail days).

These goals will lead to the intended program SIPBRA payment outcome of reducing net federal health care expenditures. The Colorado Department of Health Care Policy and Financing, which manages Medicaid for the state, has agreed to partner with this project's applicant, the Denver Department of Finance (DOF), by providing access to the data needed to determine whether this outcome is met (see its attached letter of commitment). H2H's other intended outcomes include decreased arrests and fewer jail days, but payments associated with those outcomes will be covered by the City and County of Denver, similar to the existing SIB.

DOF and H2H's investors are confident that this work will result in net federal Medicaid and Medicare savings based on the impact that SIB is already having on federal health care expenditures. Early data from Urban's evaluation of SIB demonstrate that in addition to improving housing stability and reducing jail stays, SIB is having an impact on health service utilization by increasing preventative office-based care and lowering the use of high-cost services such as emergency room visits and inpatient hospital admissions.¹ These shifts in health service utilization result in a net decrease in claims billed to Medicaid and Medicare, which are largely paid by the federal government.

In addition to the evidence produced from SIB, other studies also suggest the intervention could have a significant impact on health outcomes, and that a decrease in high-cost services such as stays in detoxification centers and avoidable emergency department services will likely be a significant source of cost savings for multiple systems. Existing evidence demonstrates the positive impact of supportive housing on health outcomes:

- Five studies found significant reductions in the *cost of care* for participants in supportive housing.² One study found an average 32% reduction of inpatient Medicaid claims, along with an increase in outpatient Medicaid claims.³ Cost savings were driven by decreased use of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services.

¹ Cunningham, M. Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O'Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

² Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement 'FUSE' Initiative*. New York, NY: Columbia University Mailman School of Public Health.; Martinez, T., & Burt, M. (2006). Impact of permanent supportive housing on the use of acute care health services by homeless adults. *Psychiatric Services*. 57 (5); Culhane, D. Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13(1): 107-63.; Larimer, M., Malone, D., Garner, M., Atkins, D., & Burlingham, B. (2009). Health care and public service use and costs before and after provision of housing for chronically homeless persons with severe alcohol problems. *JAMA*. 301(13): 1349-57; and Flaming, D., Lee, S., Burns, P., & Sumner, G. (2013). *Getting home: Outcomes from housing high cost homeless hospital patients*. Los Angeles, CA: Economic Roundtable.

³ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13 (1): 107-63.

- Several studies found *use of emergency rooms*, for both avoidable and unavoidable visits, decreased with the provision of supportive housing.⁴
- Five matched comparison and pre-/post- studies found reductions in *psychiatric hospitalizations* for individuals in supportive housing.⁵
- One study found a large decrease in *residential alcohol and drug treatment days*, with the intervention group avoiding residential treatment completely.⁶
- A supportive housing intervention group in a randomized study of U.S. Department of Housing and Urban Development–VA Supportive Housing (HUD-VASH) had reduced costs for residential treatment for substance use.⁷

Taken together, the existing literature suggests that stable housing may reveal health concerns and increase certain types of health care services, that at an earlier, less severe stage would be less expensive to treat than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that increases continuity of care and limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to effective care management suggests decreased severity or burden of illness and increased wellbeing, as well as more effective use of health care services and resources. H2H’s randomized controlled trial evaluation (RCT) will deepen the evidence base on the effectiveness of supportive housing in reducing Medicaid and Medicare expenditures.

The project timeline, including the project intervention period

DOF is requesting a seven-year intervention period to provide Urban with the maximum allowed period of time in which to evaluate the impact of this project on its SIPRA outcome of reduced net federal health care expenditures. The timeline (separate attachment) reflects assumptions

⁴ Martinez, T., & Burt, M. (2006). Impact of permanent supportive housing on the use of acute care health services by homeless adults. *Psychiatric Services*. 57 (5); Sadowski, L., Kee, R., VanderWeele, T., & Buchanan, D. (2009). Effect of a housing and case management program on emergency department visits and hospitalizations among chronically ill homeless adults: A randomized trial. *JAMA*. 301 (17): 1771–1778.; Seligson, L.A., Lim, S., Singh, T., Laganis, E., Stazesky, E., Donahue, S., Lanzara, C., Harris, T., Marsik, T., Greene, C., Lipton, F., Myers, R., & Karpa, A. (2013). *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York, NY: New York City Department of Health and Mental Hygiene, New York City Human Resources Administration, and the New York State Office of Mental Health.; and Mondello, M., Gass, A., McLaughlin, T., & Shore, N. (2007). *Cost of homelessness: Cost analysis of permanent supportive housing*. Portland, Maine: Shalom House, Inc., ABG Consulting, and University of New England.

⁵ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement ‘FUSE’ Initiative*. New York, NY: Columbia University Mailman School of Public Health.; Seligson, L.A., Lim, S., Singh, T., Laganis, E., Stazesky, E., Donahue, S., Lanzara, C., Harris, T., Marsik, T., Greene, C., Lipton, F., Myers, R., & Karpa, A. (2013). *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York, NY: New York City Department of Health and Mental Hygiene, New York City Human Resources Administration, and the New York State Office of Mental Health.; Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13(1): 107-63.; King County Department of Community and Human Services. (2013). *Impact of supported housing on acute care and jail utilization*. Retrieved from https://www.kingcounty.gov/~media/health/MHSA/documents/130828_PSH_impact_final_6_17_13.ashx; and Mondello, M., Gass, A., McLaughlin, T., & Shore, N. (2007). *Cost of homelessness: Cost analysis of permanent supportive housing*. Portland, Maine: Shalom House, Inc., ABG Consulting, and University of New England.

⁶ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement ‘FUSE’ Initiative*. New York, NY: Columbia University Mailman School of Public Health.

⁷ Rosenheck, R., Kaspro, W., Frisman, L., & Liu-Mares, W. (2003). Cost-effectiveness of supported housing for homeless persons with mental illness. *Archives of General Psychiatry* 60(9): 940-951.

about the time required to finalize all required contracts with the U.S. Department of the Treasury, hire and train staff to launch the project, and execute the partnership agreement.

A description of each intervention in the project and anticipated outcomes of the intervention

Two service providers, the Colorado Coalition for the Homeless (CCH) and the Mental Health Center of Denver (MHCD) will deliver the following interventions to 125 clients randomly assigned to the treatment group: supportive housing, modified assertive community treatment (ACT) and case management that includes evidence-based motivational interviewing and trauma-informed care. The experience and expertise of CCH and MHCD are described in the attachments describing the service providers' qualifications.

Permanent Supportive Housing: Overwhelming evidence shows that supportive housing is effective for chronically homeless adults who are frequent and costly users of public systems, and that the cost of the program can be offset by its benefits.⁸ Supportive housing is an evidence-based intervention that provides housing plus intensive case management and connects clients with community services, including primary health care.⁹ Supportive housing has shown reductions in the use of publicly funded crisis services such as jails, emergency rooms, and hospitalizations through numerous studies.¹⁰ While a chronically homeless person costs taxpayers an average of \$35,578 per year, supportive housing reduces that cost by 49.5%. Supportive housing costs on average \$12,800, creating a net savings of approximately \$4,800 per year.¹¹ Data from the SIB also demonstrates that supportive housing can produce better health outcomes and reduce health care costs by providing more consistent, appropriate and preventative care for individuals experiencing homelessness. Because once individuals are housed, they are more likely to avoid injury and access needed preventative physical and behavioral health care before more expensive care is required, and less likely to be arrested for crimes associated with homelessness, e.g., public intoxication, public nuisance, panhandling or trespassing. Past research indicates that the joint provision of housing and services increases housing stability, improves mental and physical health, and decreases the number of low-level offenses, leading to several desired outcomes for high-cost public systems, namely, decreases in arrests, detoxification visits and use of emergency medical services.¹² Research that focuses on housing stability finds that as many as 80% of chronically homeless individuals who receive supportive housing remain housed after one year and that shelter use significantly decreases

⁸ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate*. 13(1); and Perlman, J., & Parvensky, J. (2006). *Denver Housing First Collaborative: Cost benefit analysis and program outcomes report*. Retrieved from https://shnny.org/uploads/Supportive_Housing_in_Denver.pdf.

⁹ Corporation for Supportive Housing. (2015). *Evidence and research*. Retrieved from <https://www.csh.org/supportive-housing-101/data>; and National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from. <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹⁰ National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from. <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹¹ National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from. <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹² Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). Frequent Users Service Enhancement 'FUSE' Initiative: New York City FUSE II Evaluation Report.; and Larimer, M. E., Malone, D. K., Garner, M. D., et al. (2009). Health care and public service use and costs before and after provision of housing for chronically homeless persons with severe alcohol problems. *JAMA*. 301(13): 1349-1357.

among supportive recipients.¹³ In addition, studies find that after a year in supportive housing, participants have fewer days in jail than they did before their stay in supportive housing.¹⁴ Indeed, evidence from Denver's 2016 SIB reveals a significant reduction in the number of days in jail when comparing the treatment group with the control group. The use of supportive housing for people with mental health issues who were experiencing chronic homelessness in New York City resulted in a reduction in service usage and in the city's overall spending on services.¹⁵ Other research has found that people placed in supportive housing generate fewer jail costs than those who are not placed in supportive housing.¹⁶ The Housing First supportive model, which H2H will use, offers a way to address and manage the needs of this population. Because the model offers no barriers to entry in terms of sobriety or consent to undergo treatment, it allows people to become stabilized so they will be more likely to benefit from the services when they have the intrinsic motivation necessary for those services to be effective. Denver is one of the first cities to pilot this approach through the SIB, and it shows great promise, as previously described.

Once individuals are enrolled in H2H, the service providers, MHCD and CCH, will place them in bridge housing so the service provider can continue to locate them while paperwork is being completed for their permanent unit. While the client is in bridge housing, the service provider will help the client assemble the documents (e.g., government identification) and undergo the steps (e.g., background checks) necessary to get housing vouchers. CCH's bridge housing options include short-term housing, master leases and single occupancy units. Examples of bridge housing options within MHCD's portfolio include congregate living communities and units in buildings owned by MHCD.

Once an individual obtains a housing voucher, they will work with their case manager to determine which available housing option they prefer. CCH and MHCD have a combined housing portfolio that includes more than 1,750 scattered-site housing units (units located throughout the Denver metropolitan area) and 1,890 single-site housing units (units in a provider-owned apartment building), allowing them to provide different types of housing environments to participants based on each client's needs and desires. CCH owns 17 properties, including the 101-unit Renaissance Downtown Lofts, and it recruits and builds relationships with private landlords as well. MHCD's 60-unit Sanderson Apartments will also be available to clients as there is availability. These service provider-owned buildings are designed to be trauma-informed, with bright lighting and open hallways with clear views—reflecting an awareness that living indoors can feel cage-like for chronically homeless people. While most of the housing sites available for this project are scatter-site locations, single-site housing will be leased as it becomes available. To facilitate the comfort of landlords leasing to the target population, service providers will pay participants' rent to landlords directly.

¹³ Byrne, T., Fargo, J., Montgomery, A., Munley, E., & Culhane, D. (2014). The relationship between community investment in permanent supportive housing and chronic homelessness. *Social Service Review* 88 (2): 234–63; and Johnson Listwan, S. & LaCourse, A. (2017). *MeckFUSE pilot project: Process and outcomes evaluation findings*. Charlotte, NC: Mecklenburg County Community Support Services Department.

¹⁴ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement 'FUSE' Initiative*. New York: Columbia University Mailman School of Public Health.

¹⁵ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13 (1): 107–63.

¹⁶ New York City Department of Health and Mental Hygiene. 2013. *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York: Department of Health and Mental Hygiene.

Modified Assertive Community Treatment (ACT): The proposed supportive housing intervention focuses on ensuring that each client not only has housing but also the intensive services needed to address behavioral and physical health issues and other self-sufficiency needs. H2H's service providers will follow a wraparound service approach to overcome the fragmentation of services that exists in the health and human services systems. This fragmentation is characterized by numerous uncoordinated programs (with different administrative structures, rules and eligibility criteria), resulting in delayed service delivery, inadequate responses or, in some cases, failure to provide needed services to this chronically homeless population.¹⁷ ACT is an evidence-based approach used in the Housing First model with proven effectiveness in serving the chronically homeless population. Because the client's needs are often well beyond the scope of what a traditional case manager or treatment provider can provide, the ACT model consists of a multidisciplinary team that strives to meet behavioral health and other needs of clients in order to maximize opportunities for recovery. Among the primary benefits of ACT is its ability to have multiple perspectives for treatment planning and assessment, ongoing collaboration, and planning and evaluation, with the client being an active member of the team. Over 25 years of research on the ACT model has shown it to be a highly effective evidence-based practice. Research has repeatedly demonstrated that it reduces hospitalization, increases housing stability and improves the quality of life for those with severe mental illness.¹⁸ Team members directly provide individualized, flexible and comprehensive treatment, support and rehabilitation services, including illness management and recovery skills, individual supportive therapy, substance abuse treatment, skills training and assistance with daily living activities, assistance with natural support networks, supportive housing and support in accessing benefits, transportation and medical care, prescriptions, administration and monitoring, and peer support. Licensed providers of ACT services at CCH and MHCD will provide the necessary treatment interventions and, in keeping with the model, services will be available by members of the team 24/7.

CCH will enroll 100 clients and MHCD will enroll 25 clients in a modified ACT program, with each provider accepting up to six referrals per month. Based on modified ACT principles and available funding resources, CCH and MHCD will maintain a target staff-to-client ratio of one staff member for every 10 clients and no less than one staff person for every 12 clients. This ratio will allow personalized treatment plans to be developed and intensive services to be offered. Services will be delivered using a team-based model in which team members are in close communication and clients may receive services from any team member depending on their preferences and needs. Exact staffing for each ACT team will vary, but each will include personnel to address the following functions:

1. Team Leader: This person is a full-time leader of the team and a practicing clinician.
2. Psychiatrist/Psychiatric Nurse Practitioner: A psychiatrist or psychiatric nurse practitioner who works on a full-time or part-time basis. The psychiatrist/psychiatric nurse practitioner provides clinical services to all modified ACT clients and works closely with the team leader and team members to monitor clients and direct relevant treatment.
3. Nurse: A part- or full-time nurse who will work to identify and collaborate with medical

¹⁷ Rossman, S. (2001). *Services integration: Strengthening offenders and families, while promoting community health and safety*. The Urban Institute. Retrieved from <https://aspe.hhs.gov/basic-report/services-integration-strengthening-offenders-and-families-while-promoting-community-health-and-safety#References>.

¹⁸ Substance Abuse and Mental Health Services Administration. (2008). *Assertive community treatment: The evidence*. DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services.

personnel for assessment and treatment as an active member of the treatment team.

4. Substance Use Treatment Provider: A full-time staff member with certified expertise in providing treatment for persons with substance use disorders.

5. Peer Specialist: A staff member who is or has been a recipient of mental health services for serious mental illness and/or other lived experience with the homelessness and/or criminal justice systems.

6. Case Managers with expertise as housing counselors, vocational specialists and/or jail/court liaison.

7. Intake Coordinator: A staff member who provides initial outreach and engagement of client, determines program eligibility, completes housing subsidy paperwork and serves as a link to the clinical services team.

8. Housing Counselor: Staff is responsible for addressing the housing needs of program participants, communicating with landlords in the community, mitigating any landlord related issues, and manages housing subsidy.

9. Safety Associate: A full-time staff person that ensures the safety of all program participants, staff, and locations in which services are being administered.

In addition to benefiting the enrolled clients, ACT services are proven to reduce use of costly city/county systems. Cost analyses demonstrate that ACT is cost-effective for patients with extensive prior hospital use,¹⁹ and may provide a more cost-effective alternative to standard case management for individuals with co-occurring substance use disorders.²⁰

CCH's and MHCD's case managers will use evidence-based motivational interviewing to assist clients in engaging and linking with integrated health services, as deemed clinically appropriate and fitting the clients' needs. This approach is designed to help improve health outcomes, address barriers to housing stability, manage mental illness and reduce interaction with the criminal justice system. CCH and MHCD will offer and provide clients with a variety of services as deemed clinically appropriate based on assessed needs. At the outset of each client's engagement in the project, CCH and MHCD will work collaboratively with the client to develop a treatment plan that includes, as appropriate for and desired by each client, intensive case management, integrated health promotion services (e.g., medical, dental, vision and pharmacy services), crisis intervention, trauma-informed behavioral health services (substance use counseling, mental health treatment), peer support, skills building, links to community resources (e.g., food resources, transportation, legal referrals and advocacy), and referrals to other services identified as necessary in each client's treatment plan, e.g., general education programs and/or job-skills training programs. The treatment plan will be developed to be consistent with the principles of client choice, wellness, recovery and cultural appropriateness. The plan will help each client achieve individualized goals in relation to housing, health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity. The treatment plan will specify clinical interventions that will be used to assist clients in meeting identified goals and will define the roles and responsibilities of all parties involved in carrying out the treatment plan. In addition, case managers will enroll clients in Medicaid through Colorado Access, which is Colorado's Medicaid insurer for

¹⁹ Phillips, S., Burns, B., Edgar, E., Mueser, K., Linkins, K., Rosenheck, R., Dake, R., & McDonel Herr, E. (2001). Moving assertive community treatment into standard practice. *Psychiatric Services*, 52(6).

²⁰ Clark, R., Teague, C., Ricketts, S., et al. (1995). Cost-effectiveness of assertive community treatment versus standard case management for persons with co-occurring severe mental illnesses and substance use disorders. *Health Services Research*, 33:1285-1308.

behavioral and physical health care and serves as the regional accountable entity for the Denver area.

CCH and MHCD will also ensure that each client has access to housing counseling services to maximize their tenure in housing, including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. CCH and MHCD will actively communicate with landlords and property managers to advocate on behalf of clients, prevent avoidable evictions, and intervene and mitigate crisis situations.

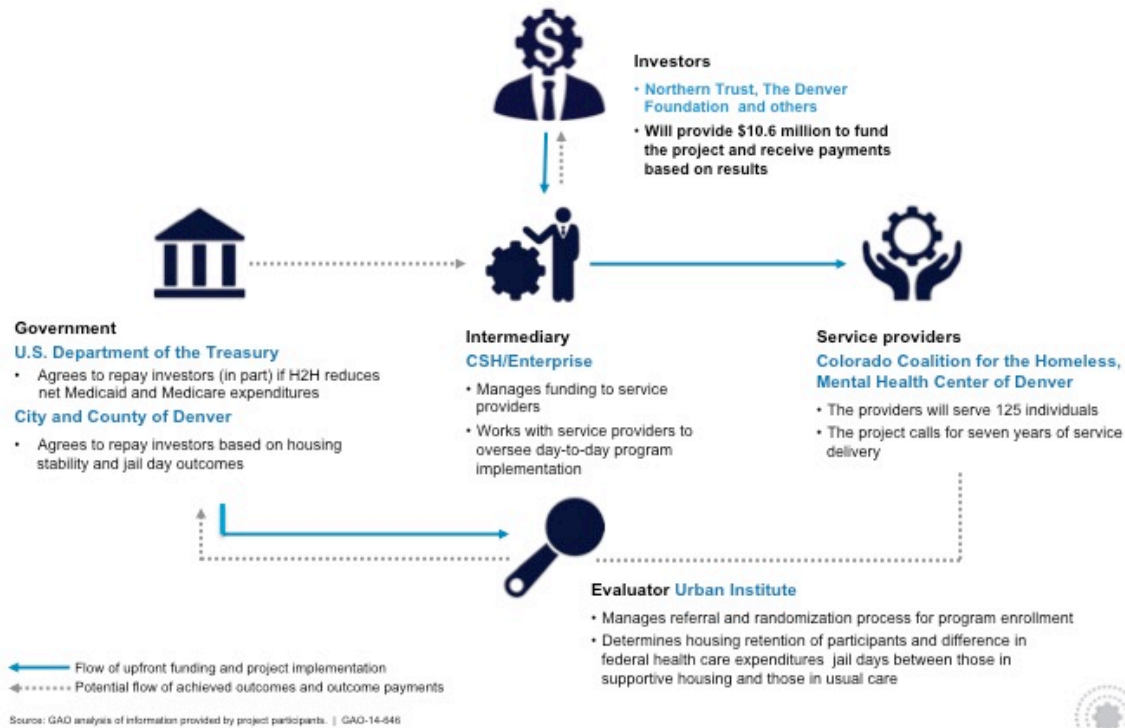
Anticipated outcomes. H2H's anticipated outcome that would qualify for reimbursement to investors through SIPBRA will be a net reduction in the amount of Medicaid and Medicare claim expenditures for the target population enrolled in the treatment group. To determine the amount of any net reductions in federal expenditures for associated Medicaid and Medicare claims, Urban will compare the amounts billed for these claims for the treatment and control groups using individual-level data from Colorado Access, Denver Health and Hospital Authority, and Colorado Department of Health Care Policy and Financing. The appended evaluation design plan and outcome valuation describe the steps that Urban will follow using a difference-in-difference analysis to measure this outcome. The appended outcome valuation also outlines key assumptions Urban will use in its analysis to determine the federal share of changes in amounts billed for Medicaid and Medicare claims and the associated outcome payment from SIPBRA funding based on the net reduction in federal expenditures.

In addition to this payment outcome, Urban will also measure outcomes related to housing stability (housing retention of at least 365 days in housing), percentage reduction in jail bed days, access to preventive care and other health care referrals among the target population enrolled in the treatment group.

A work plan for delivering the intervention through a social impact partnership model, including the proposed payment terms (e.g., the terms of any tiered payment scheme proposed by the applicant) and performance thresholds (i.e., the outcome target or, in the case of a tiered payment scheme, range of targets).

To complete all of the necessary work, H2H's partners include the City, an intermediary, two service providers, investors and an independent evaluator. The graphic below shows the interrelationship between these partners.

Framework for H2H



The table below shows the proposed schedule for placing a total of 125 clients over the course of this seven-year project in permanent supportive housing.

H2H Enrollment Plan by Service Provider								
			CCH		MHCD		Project Total	
Year/Period	Quarter	Month/Year	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Project Yr. 1	Q1	Apr-20	0	0	0	0	0	0
		May-20	0	0	0	0	0	0
		Jun-20	2	2	3	3	5	5
	Q2	Jul-20	4	6	3	6	7	12
		Aug-20	6	12	3	9	9	21
		Sep-20	6	18	3	12	9	30
	Q3	Oct-20	6	24	3	15	9	39
		Nov-20	6	30	3	18	9	48

		Dec-20	6	36	3	21	9	57
	Q4	Jan-21	6	42	3	24	9	66
		Feb-21	6	48	1	25	7	73
		Mar-21	6	54	0	25	6	79
Project Yr. 2	Q5	Apr-21	6	60	0	25	6	85
		May-21	6	66	0	25	6	91
		Jun-21	6	72	0	25	6	97
	Q6	Jul-21	6	78	0	25	6	103
		Aug-21	6	84	0	25	6	109
		Sep-21	6	90	0	25	6	115
	Q7	Oct-21	6	96	0	25	6	121
		Nov-21	4	100	0	25	4	125
		Dec-21	0	100	0	25	0	125
	Q8	Jan-22	0	100	0	25	0	125
		Feb-22	0	100	0	25	0	125
		Mar-22	0	100	0	25	0	125
Project Yr. 3	Q9	Apr-22	0	100	0	25	0	125
		May-22	0	100	0	25	0	125
		Jun-22	0	100	0	25	0	125
	Q10	Jul-22	0	100	0	25	0	125
		Aug-22	0	100	0	25	0	125
		Sep-22	0	100	0	25	0	125
	Q11	Oct-22	0	100	0	25	0	125
		Nov-22	0	100	0	25	0	125
		Dec-22	0	100	0	25	0	125
	Q12	Jan-23	0	100	0	25	0	125
		Feb-23	0	100	0	25	0	125
		Mar-23	0	100	0	25	0	125
Project Yr. 4	Q13	Apr-23	0	100	0	25	0	125
		May-23	0	100	0	25	0	125
		Jun-23	0	100	0	25	0	125
	Q14	Jul-23	0	100	0	25	0	125
		Aug-23	0	100	0	25	0	125
		Sep-23	0	100	0	25	0	125
	Q15	Oct-23	0	100	0	25	0	125
		Nov-23	0	100	0	25	0	125
		Dec-23	0	100	0	25	0	125
	Q16	Jan-24	0	100	0	25	0	125
		Feb-24	0	100	0	25	0	125

		Mar-24	0	100	0	25	0	125
Project Yr. 5	Q17	Apr-24	0	100	0	25	0	125
		May-24	0	100	0	25	0	125
		Jun-24	0	100	0	25	0	125
	Q18	Jul-24	0	100	0	25	0	125
		Aug-24	0	100	0	25	0	125
		Sep-24	0	100	0	25	0	125
	Q19	Oct-24	0	100	0	25	0	125
		Nov-24	0	100	0	25	0	125
		Dec-24	0	100	0	25	0	125
	Q20	Jan-25	0	100	0	25	0	125
		Feb-25	0	100	0	25	0	125
		Mar-25	0	100	0	25	0	125
Project Yr. 6	Q21	Apr-25	0	100	0	25	0	125
		May-25	0	100	0	25	0	125
		Jun-25	0	100	0	25	0	125
	Q22	Jul-25	0	100	0	25	0	125
		Aug-25	0	100	0	25	0	125
		Sep-25	0	100	0	25	0	125
	Q23	Oct-25	0	100	0	25	0	125
		Nov-25	0	100	0	25	0	125
		Dec-25	0	100	0	25	0	125
	Q24	Jan-26	0	100	0	25	0	125
		Feb-26	0	100	0	25	0	125
		Mar-26	0	100	0	25	0	125
Project Yr. 7	Q25	Apr-26	0	100	0	25	0	125
		May-26	0	100	0	25	0	125
		Jun-26	0	100	0	25	0	125
	Q26	Jul-26	0	100	0	25	0	125
		Aug-26	0	100	0	25	0	125
		Sep-26	0	100	0	25	0	125
	Q27	Oct-26	0	100	0	25	0	125
		Nov-26	0	100	0	25	0	125
		Dec-26	0	100	0	25	0	125
	Q28	Jan-27	0	100	0	25	0	125
		Feb-27	0	100	0	25	0	125
		Mar-27	0	100	0	25	0	125

Treatment Randomization

The minimum treatment randomization timeline shown in the table below ensures that a sufficient number of individuals are randomized to the treatment group to meet available housing slots and the H2H enrollment timeline, based on an average take-up rate of 70% as demonstrated

by the related SIB initiative. Urban will ensure that individuals are randomized at least two months before housing slots become available to allow for engagement before lease-up, based on average time from referral to lease-up as demonstrated by the related SIB initiative. Should the H2H enrollment timeline be amended at any time, Urban will amend the randomization timeline.

Minimum Treatment Randomization Timeline

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
April 2020	0	0	8	8
May 2020	0	0	10	18
June 2020	5	5	13	31
July 2020	7	12	13	44
August 2020	9	21	13	57
September 2020	9	30	13	70
October 2020	9	39	13	83
November 2020	9	48	13	96
December 2020	9	57	10	106
January 2021	9	66	9	115
February 2021	7	73	9	124
March 2021	6	79	9	133
April 2021	6	85	9	142
May 2021	6	91	9	151
June 2021	6	97	9	160
July 2021	6	103	9	169
August 2021	6	109	9	178
September 2021	6	115	6	184
October 2021	6	121	0	184
November 2021	4	125	0	184

The target population that will be served by the project and the criteria used to determine the eligibility of an individual for the project, including how the target population will be identified, how individuals will be referred to the project, how they will be enrolled in it, and the extent to which affected stakeholders will be engaged in the development and implementation of the project

The target population includes individuals who cycle in and out of public systems, primarily criminal justice facilities, homeless facilities and emergency health services. Common terms for this population include “frequent users” or “super utilizers” to describe the disproportionate share of services and resources they require. Because this is a new, stand-alone project, all clients

served must meet H2H'S eligibility criteria and will be separate from those served in the City's existing pay-for-success project. The eligibility criteria for H2H are that individuals must have had at least eight arrests over the past three years, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid and Medicare, including services received through Denver Health. To be eligible, individuals must also be at least 18 years old and homeless or fleeing domestic violence with no place to live when they leave their current housing. Service providers will assess their referred clients using HUD's homelessness verification and checklist housing screen to verify that the individual meets the strict HUD definition of homelessness as outlined in the federal HEARTH Act, which includes the following categories: core definition (in shelter, on the street, exiting an institution and previously homeless), fleeing domestic violence, persistent housing instability, and imminently losing primary nighttime residence. HUD defines persons experiencing chronic homelessness as those who (a) are homeless, (b) are living in a place not meant for human habitation, in a safe haven, or in an emergency shelter, (c) have been homeless and living in a place not meant for human habitation, a safe haven, or an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years where the combined length of time homeless across those occasions is at least 12 months, and (d) have a disability."

Potential clients will also complete a health screen to assess if the individual is appropriate for permanent supportive housing and that level of care, i.e., he/she is capable of living independently.

An April 2019 analysis of the 2,711 people eligible for permanent supportive housing through the SIB found that 81% (2,200) also had a medical record number as a patient at Denver Health. An in-depth examination of those patients revealed that 9% had at least one inpatient visit at Denver Health in 2018, and of those, 43 individuals (21%) were considered high inpatient users—having three or more inpatient visits in the last year—and 29 (14%) had visited the emergency department 10 or more times in the last year. Of the 1,316 individuals who were included in the Denver Health Clinical Risk Grouping, 642 (49%) had a score of 5 or above, (out of 9, per Denver Health's Risk Stratification system), indicating they had a single dominant diagnosis or moderate chronic disease. Given the significant overlap between those who are homeless, frequently arrested and high users of the city's safety-net hospital, DOF does not anticipate any challenges to enrolling at least 250 people in H2H's RCT (125 to the treatment group and 125 to the control group). Available housing is the limiting factor for enrolling more people (described below in the section on unmet need).

DOF expects that the target population will be similar to the 724 people enrolled in the SIB.²¹ Among the 363 people in the treatment group, 44% were white, 33% African American and 16% Hispanic. Most were men (84%), and the median age was 46. All were homeless in the year before enrolling in the program. The total number of months an individual was homeless directly before engaging with the SIB program ranged from two months to more than 30 years. Of the 78 participants who took the VI-SPDAT tool (the Vulnerability Index Service Prioritization Decision Assistance Tool), the average score was 12.4 and the median was 12.5 (scores range from 9 to 19). In general, people scoring greater than 10 on the VI-SPDAT are considered a

²¹ Gillespie, S., Hanson, D., DuBois, N., Lou, C., Lynch, V., Velez, C., Esala, J., & O'Brien, T. (2019). *Health and health care while experiencing a cycle of homelessness and incarceration*. Washington, D.C.: Urban Institute.

priority for the most intensive housing intervention, such as supportive housing.²²

Individuals also had high rates of arrest during the three years before enrollment, with an average of 14 arrests per person from 2013 to 2015. On average, 12 of these 14 arrests happened when the individual identified as homeless. Jail health records for a subsample of people show that 72% self-reported a substance use disorder during an initial health assessment, and 54% self-reported an alcohol use disorder in the year prior to their enrollment. Over 60% self-reported a mental health diagnosis, and the most common diagnoses were anxiety, depression and schizophrenia.

Health care utilization in the community. The target population consumes significant health resources while living in the community. In 2014, Colorado expanded Medicaid, making nearly all of the target population eligible for health care coverage, but only 65% of those participating in the SIB were enrolled in Medicaid. Among those who had any Medicaid utilization as members of Colorado Access, almost three-fourths were diagnosed with a substance use disorder and over half of these diagnoses were for alcohol use disorder. Just under a third of this group of Colorado Access members had a mental health diagnosis, including anxiety, depression and schizophrenia (in order of prevalence). In the year prior to enrollment, 45% of individuals self-reported other chronic conditions, most commonly cardiovascular issues (e.g., heart disease, endocarditis, etc.). The most common physical health diagnoses in the Colorado Access Medicaid claims data are for injuries (11.5% were diagnosed with wounds, fractures and/or burns in the year before enrollment). Those providing care for this population identified the lack of housing as one of the main reasons such injuries are hard to treat, leading to more severe and longer-term conditions. One care provider that Urban interviewed explained, “If people have no safe place to go and keep (wounds) clean and dry ... they have more amputations.”

Colorado Access Medicaid claims also revealed that the primary services billed the year prior to enrollment in the SIB were for office-based care and pharmacy claims. Office-based care can include services such as screening, assessment and diagnosis, psychotherapy, medicine management and case management. Study participants who were Colorado Access members had an average of nine office-based care visits over the year. Ninety-three percent of those visits were for a primary diagnosis of substance use disorder. Pharmacy claims were also prevalent. Individuals were prescribed an average of seven unique drugs over the year, supplied for an average of 246 days of the year. The most common prescriptions included ibuprofen (anti-inflammatory), gabapentin (anticonvulsant), albuterol (asthma medication), lisinopril (blood pressure medication), and omeprazole (heartburn and reflux medication).

Hospitalizations and long-term care among individuals living in the community. In the year prior to SIB enrollment, individuals had an average of 0.5 hospitalization days each, 20% of which were for a primary psychiatric diagnosis. Beyond the year prior to enrollment, individuals required hospitalizations an average of 1.8 days each, 28% of which were for a primary psychiatric diagnosis. They also spent an average of 1.4 days each in long-term care, including facilities such as nursing homes and assisted living. As with office-based care, a common reason for long-term care was for a primary diagnosis of substance use disorder, which accounted for

²² Cunningham, M. Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O’Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

almost half of all long-term care days. Long-term care is a recurring need, with individuals spending an average of 5.4 days each in long-term care since 2014.

Emergency services among individuals living in the community. In the year prior to SIB enrollment, individuals had an average of 0.5 ambulance trips each. They also had an average of 1.6 emergency department visits in the year, 44% of which were avoidable visits based on the definition used by the Agency for Healthcare Research and Quality, meaning they were for a principal diagnosis related to mental health, alcohol, substance use, dental conditions or asthma (for ages 18–39). These represent emergency department visits for conditions that are preventable or treatable with appropriate primary care.

Health care utilization among those in jail. While in jail, the target population also received significant medical care, but individuals are ineligible for Medicaid while they are incarcerated because of a federal law known as the Medicaid Inmate Exclusion Policy. This requires the City and County of Denver to cover all medical costs for individuals incarcerated in jails run by the Denver Sheriff Department, unless they are admitted to an inpatient unit at a hospital for more than 24 hours, in which case Medicaid covers the inpatient cost. Medical care was initiated for almost half of all individuals with a jail stay in the year prior to enrollment in the SIB. The most common reasons for initiating care while in jail were injury, pain or trauma. One-third received mental health care, about two-thirds received medication (most commonly as part of a withdrawal protocol), and 44% were started on an alcohol withdrawal protocol at least once during a jail stay in the year prior to enrollment. In the two years prior to enrollment, half of the sample were treated for alcohol withdrawal while in jail; these 52 people who were treated began the protocol an average of three times. Because inmates are able to become sober in jail, they are not commonly offered substance use treatment, so when they are released, they do not have the skills to remain sober and are at much greater risk of overdosing, requiring hospitalization. In addition, 13% required hospital-based care beyond the medical services provided in jail. Over one year, 4% of individuals in the sample required an ambulance trip and 6% required an emergency department visit during a jail stay in the year prior to enrollment in the SIB. This population is also at risk of premature mortality.

The cost of providing this care is high for both the federal government and the city. The City estimates that it spends, on average, \$33,400 per person per year for each person in the target population from city taxpayer dollars. Of that, an estimated \$26,100 is for medical expenses (other costs include interactions with Denver’s justice system, including jail, police and courts). The total savings to Denver’s taxpayers for all categories is estimated to be \$11,100 per individual per year after the intervention. In addition, the City estimates cost savings to Medicaid and Medicare would average \$5,800 per person per year after the intervention.

Target population referral strategy. The City’s comparison of individuals eligible for SIB against data from Denver Health confirm the existing eligibility list is composed of individuals who are medically fragile users of high-cost health care. The data comparison also reveals the majority of SIB-eligible individuals have a history of being served within the Denver Health system. Therefore, Denver Health will serve as the primary referral source for clients to H2H. Denver Health is the city’s safety-net provider—it cares for 33% of Denver’s population annually and has nearly 930,000 total patient visits annually. Denver Health also provides all health and dental care to inmates in Denver’s jails—making it the health care provider most likely to interact with H2H’s target population. As of December 2018, Denver Health employed 174

health care professionals dedicated to correctional care in Denver jails, including three physicians, three physician assistants, six nurse practitioners, 54 registered nurses, 17 licensed practical nurses, and other health care technicians, administrative workers, social workers, psychologists and intermittent employees. Denver Health conducts a full health assessment, including a physical and mental health screening, for any individual who has a jail stay of at least 14 days.

Potentially eligible clients will be referred to H2H through Denver Health, which is the primary hospital serving the target population, and intake points will include the emergency department, inpatient hospital admissions and outpatient clinics. Denver Health will electronically maintain the H2H eligibility list (including periodic updates) in its electronic health record, establishing an automatic flag at the point of care to identify eligible individuals. Relevant providers, with a focus on hospital social workers and discharge coordinators, will be trained in the process to refer identified individuals from the eligibility list to Urban's random assignment process. Providers will send each eligible individual's name, race, date of birth, and location and date of the most recent Denver Health service encounter, including date of discharge if applicable, to the H2H referral coordinator at the Office of Behavioral Health Strategies. The referral coordinator will identify each individual's personal identification number (PIN) from the master eligibility list and upload the PINs and date of referral to Urban's customizable online referral and randomization tracking tool.

Eligible patients will be identified, randomized, then referred to partner service providers as housing is available. In keeping with ACT's best practices, no more than six referrals will be made to CCH and MHCD each month. In times when both CCH and MHCD have available housing slots, the two service providers will work together to assign individuals to a service provider based on any existing client relationships.

The Denver Police Department (DPD) will serve as a secondary coordinated intake point when the Denver Health intake points do not provide sufficient numbers of eligible individuals to support the project's enrollment timeline. DPD intake points will include police contact and both custodial and noncustodial arrests. DPD will electronically maintain the SIB eligibility list (including periodic updates) and match the eligibility list with daily arrest and contact lists to identify eligible individuals. Individuals with open felonies within the last two years before randomization are screened out because they are awaiting sentencing, which may negatively affect their ability to enter supportive housing. DPD will send Urban Institute a daily, automatically generated report that lists de-identified PINs for all persons with noncustodial arrests, custodial arrests, or police contacts who are also flagged as transient on the SIB master eligibility list.

Once a potential participant is referred, the service provider with whom the individual is matched will attempt to find that individual through its networks with other service providers, churches, homeless shelters, local health providers, police and street canvassing. CCH and MHCD will use a variety of tools to locate participants, e.g., triangulated data using geographic information system (GIS) maps of police contacts created by Urban, photographs, and data from Homeless Management Information System and their own electronic health records. They will also use photographs to show other providers pictures of the people they are looking for. Once an individual is found, the service provider will first facilitate a Release of Information and then can immediately begin program engagement, working together with other service providers and co-responders to engage the individual. After being located, individuals must also pass a screen

conducted by the service provider to ensure the participant meets the HUD definition of homelessness, and confirms that the individual is appropriate for supportive housing. Individuals can be rescreened should their situations change in ways that would make them eligible for supportive housing. The screen also includes additional questions that will help the service providers understand whether participants who are screened out would be eligible under a slightly modified definition of homelessness.

Randomization strategy. H2H'S randomized controlled trial (RCT) design will compare the trajectories of homeless, frequent users of medical services who receive supportive housing and those who receive usual care. Because available supportive housing is not available to all of the people who need it, the limited 125 housing slots will be allocated by lottery, which is a fair way to allocate the scarce housing resources and also enables random assignment. The evaluation will track outcomes for both groups and attribute any differences to the supportive housing intervention. The selected eligibility criteria will allow for a sample of at least 250 participants, including 125 in the treatment group and 125 in the control group.

Because eligible individuals can be randomly assigned from four different intake points—Denver Health, police contact, noncustodial arrest and custodial arrest—it is important that the treatment and control groups have the same number of individuals randomized from each intake point. To ensure this type of equivalency, Urban will use randomization stratification. Each day, all eligible individuals from all four intake points will be given randomly generated numbers from a uniform distribution using Stata software. The sample will be stratified across the four entry types, i.e., the number of “treatment” individuals of each entry type will equal the number of “control” individuals of the same entry type. The treatment group will be composed of the individuals with the lowest random numbers that day, up to the number of open slots, provided there is at least one possible match (control) for each individual's entry type. The control group will consist of those with the next-lowest random numbers of the same entry type. Because there is not enough housing for all who are eligible, the lottery will provide a fair way to allocate housing and conduct a rigorous evaluation. Consider the following example: Suppose there is one open slot on a given day. Urban will randomly place one individual into treatment and one into control but they must both come from the same intake point. First, it will take the two individuals with the lowest random number values, in this example, let's say PIN 3 and PIN 4, for treatment. However, if PIN 3 was identified through noncustodial arrest, and no other individuals were identified this way, no potential control exists for PIN 3. Thus, PIN 3 cannot be a treatment case on this day. Urban would then pick the next-lowest random number, which is PIN 5. PIN 5 was identified through custodial arrest, and another individual, also identified through this entry method, can serve as the control for PIN 5, so PIN 5 would be a treatment case. No other cases are randomly assigned, and unassigned individuals will be eligible for a new random assignment if they come back in through one of the entry points on another day.

Target population enrollment process. As soon as the client's eligibility is confirmed and they have been randomly assigned to the treatment group, they must sign a participation document after the service provider has explained the full range of services and informed them that they are voluntary. The only services that clients must consent to are to live in housing provided through H2H and allow a case manager to enter that housing two times a month. During that time, the case manager will develop rapport with the client, help him/her obtain vital documentation (government identification), address basic needs (food, clothing) and legal issues, and attempt to engage him/her in more intensive services, e.g., psychosocial assessment and treatment planning.

If the client chooses to participate in more intensive services, within one month of initial contact with the client, the service provider will assign the client to an ACT case management team and sign a consent to treatment and release of information. As soon as possible following assignment to the team, a clinician will conduct a full mental health assessment of the client, establish and implement the agreed upon treatment plan for the client, identify barriers to housing for the client, and address other pressing client needs. The first three months include intensive, daily interactions with the ACT team, but that intensity is gradually reduced as the client becomes more stable and self-sufficient.

Extent to which affected stakeholders will be engaged in the development and implementation of the project. Two committees will be formed to engage stakeholders in the implementation of the project and facilitate the sharing of information across all partners. The operating committee will meet monthly. An operating committee will include, at minimum, representatives from the DOF, Enterprise Community Partners (Enterprise), The Corporation for Supportive Housing (CSH), CCH, MHCD and Urban. Investors may also attend all meetings of the operating committee. The operating committee will facilitate successful operation of H2H, highlight any concerns, discuss trends and monitor progress of H2H. In particular, the operating committee will focus on the referral process of eligible referrals, the housing resources available to the target population, identifying and monitoring program trends, and monitoring the progress of the clients. The operating committee will also review interim outcome findings with the independent evaluator to understand whether program modifications are necessary to improve H2H's outcomes. The operating committee will serve as an advisory committee to facilitate programmatic adjustments in the interest of improving the provision of services and/or the efficiency of H2H, but it will not have the authority to change any contract terms.

H2H'S governance committee will meet quarterly and include a representative from the DOF, CSH, Enterprise, the investors, CCH, MHCD and Urban. This committee has the authority to change the terms of any contracts and the evaluation plan.

A summary of the unmet need in the area where the intervention will be delivered or among the target population who will receive the intervention and the expected social benefits to participants who receive the intervention and others who may be impacted.

Denver has an especially high number of residents experiencing chronic homelessness compared with other U.S. cities.²³ According to the 2018 point-in-time count, 991 individuals in the Denver Metropolitan area were experiencing chronic homelessness, and over half of these individuals live in the city of Denver.²⁴ The number of people experiencing chronic homelessness in the City and County of Denver has steadily increased since 2015—there were 483 people experiencing chronic homelessness in 2015, 551 people in 2016, 701 people in 2017 and 991 people in 2018—putting the city in dire need of effective programs that target chronic homelessness.²⁵ The median age of this population is 48, and 98% are single men. Fifty-eight percent of people experiencing chronic homelessness are white, 23% Hispanic and 19% are black. The chronically homeless population represents 29% of the total homeless population in Denver.

²³ HUD. (2017). *The 2017 annual homeless assessment report (AHAR) to Congress: Part 1, point-in-time estimates of homelessness*. Washington, D.C.: HUD.

²⁴ Metro Denver Homeless Initiative. (2018). *Everyone counts: Metro Denver's point-in-time survey*. Metro Denver Homeless Initiative.

²⁵ Ibid.

Denver is also experiencing an affordable housing crisis. Housing prices in Denver are increasing at a rate exceeding the national average, and there is an estimated shortage of 32,000 units in the Denver area, leading to a market with limited supply.²⁶ In the Denver metro area, the average rent increased by 49% over the last decade.²⁷ With rising home prices and a statewide minimum wage of \$11.10 per hour, a family earning minimum wage must have almost 2.5 full-time wage earners to afford a two-bedroom apartment in the city of Denver.²⁸ Recognizing the challenge of finding affordable housing, local leaders have taken steps toward providing housing for individuals experiencing chronic homelessness. In 2014, Denver launched an eight-step coordinated entry system to ensure that individuals experiencing chronic homelessness are assessed and placed in permanent supportive housing through a coordinated, regional approach across the seven metro Denver counties. Over the past year, this program provided housing for 105 individuals, 26 families, 526 veterans and 32 youth households.²⁹ In 2016, the City of Denver created a dedicated Affordable Housing Fund, raising \$15 million per year through property and sales taxes as well as a one-time permitting fee through 2026 for the creation and preservation of affordable homes for low- and moderate-income families, including those experiencing chronic homelessness.³⁰ In 2019, City funding increased to \$30 million per year and eliminated the sunset provision. Across all of these initiatives, permanent supportive housing is a key tenet to ending chronic homelessness. There are 735 permanent supportive housing beds in the Denver city and county area for single adults who experience chronic homelessness.³¹ Even with these efforts, there remains a large gap in the number of beds needed to house all individuals experiencing chronic homelessness.

Furthermore, the complex medical needs of chronically homeless people often go unmet. Urban interviewed those working at the system level—hospitals, homeless service organizations, health centers and clinics, managed care organizations, courts and jails, and city offices—to better understand the challenges of coordinating and continuing health care for those who frequently move from jail to the community. These challenges, described below, can worsen health conditions.

- *Coordination and interruption of Medicaid:* Jail stays can create confusion around Medicaid eligibility status, resulting in delays in approvals and access to care.
- *Making and keeping appointments:* Unstable housing and homelessness can make it difficult for people to use online appointment systems or get to appointments on time or at all. The stigma of homelessness and the trauma this population experiences can keep people from seeking health care.

²⁶ Newcomer, J., & Resnick, P. (2018). *Factors impacting housing affordability: Exploring Colorado's housing challenges in all of their complexity*. Denver: Shift Research Lab; and Svaldi, A. (2018, January 28). Denver's chronic housing shortage may peak this year with deficit of 32,000 homes and apartments. *Denver Post*. Retrieved from <https://www.denverpost.com/2018/01/28/denver-chronic-housing-shortage-fixes>

²⁷ Svaldi, A. (2018, March 19). Outside California's Bay Area, metro Denver had biggest rent increases this decade. *Denver Post*. Retrieved from <https://www.denverpost.com/2018/03/19/denver-rent-increases-decade/>

²⁸ Alderman, C. (2017, June 8). *No affordable housing available in Colorado for minimum wage workers*. Colorado Coalition for the Homeless, news release. Retrieved from <https://www.coloradocoalition.org/no-affordable-housing-available-colorado-for-minimum-wage-workers>

²⁹ Denver's Road Home. (n.d.). *Denver's ten-year plan to end homelessness*. Denver's Road Home.

³⁰ Denver Office of Economic Development. (2018, October 15). *Dedicated affordable housing fund*. Retrieved from <https://www.denvergov.org/content/denvergov/en/denver-office-of-economic-development/housing-neighborhoods/DenversPermanentFundforHousing.html>

³¹ HUD. (2017). *The 2017 Annual homeless assessment report (AHAR) to Congress: Part 1, point-in-time estimates of homelessness*. Washington, D.C.: HUD.

- *Substance use disorder and dual diagnosis treatment:* Substance use disorder treatment is severely limited and often not covered by Medicaid.
- *Uncompensated care:* Low Medicaid reimbursement rates are a significant barrier for health care providers serving this population.
- *Release from jail:* Even though Denver jails provide discharge planning to connect people to resources upon release, providers say it is very difficult to maintain services.
- *Access to prescription medication:* As a policy, people are released from Denver jails with a short-term supply of necessary medications, but in practice this does not always meet the need for continued care. Long wait times for follow-up appointments and different medication formularies used for Medicaid and jail can result in disruptions to care.
- *Care coordination:* Providers often employ care coordinators to support continuity of care, but many say coordination is still challenging because of systems-level barriers.

Urban’s analysis also highlights the need to provide more affordable, permanent housing as the most basic form of health care, so that people can break the cycle of jail and homelessness and shift from emergency services accessed in a crisis to more preventive services that address their primary diagnoses. Providing permanent supportive housing disrupts the target population’s propensity to commit frequent low-level offenses such as public nuisance violations, alcohol and drug use, panhandling and trespassing. These types of offenses lead to their frequent arrest and cycle in and out of jail, detox and emergency services—effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, this population returns to the same risks and falls into a recurring cycle of negative outcomes. This cycle continuously results in high costs across city agencies and service providers.

H2H provides an opportunity to help these individuals improve their health outcomes, break the cycle of jail and homelessness, and save taxpayer dollars on the cost of health care in jail and in the community.

The detailed roles and responsibilities of each entity involved in the project, including any State or local government entity, intermediary, service provider, independent evaluator, investor, or other stakeholder

The table below provides an overview of all of H2H’S partners and their roles and responsibilities, and a detailed description of each follows.

H2H Role	Partner	Responsibilities
Lead applicant/Local government	City of Denver	Repay investors with SIPBRA funds if performance benchmarks are met
Intermediary	A special purpose vehicle will be created and jointly managed by The Corporation for Supportive Housing (CSH) and Enterprise Community Partners (Enterprise)	Manage service provider performance, day-to-day operations and facilitate investor agreements and payments from the DOF to investors CSH will serve as project manager—providing project

		oversight, communicating with all parties and providing advisory services Enterprise Community Partners will serve as the fiscal agent—managing all financial aspects of H2H.
Service providers	Colorado Coalition for the Homeless Mental Health Center of Denver	Provide housing Provide supportive housing services Deliver ACT
Independent evaluation	Urban Institute	Establish research design Verify that performance benchmarks are met Measure other outcomes of interest
Pay for Success investors	Including Northern Trust, The Denver Foundation There has been significant investor interest, and project partners intend to add investors if the project receives SIPBRA funding. In addition to letters of commitment from the investors named above, letters of interest and support from other investors are included as attachments.	Provide capital to fund services Receive principal and interest when performance benchmarks are met

Detailed descriptions of all partners' roles.

Denver Department of Finance (DOF): As the applicant and project lead, the DOF will be responsible for enforcing the terms of the contracts with the independent evaluator and the intermediary. This includes ensuring the timeliness of the independent evaluator's reports and analyses and monitoring the independent evaluator's performance. DOF will manage any funds received from the U.S. Department of Treasury for the SIPBRA outcome payment so that the intermediary can reimburse the investors.

Special purpose vehicle acting as the intermediary: A special purpose vehicle (SPV) will be created to serve as the H2H intermediary. The SPV will be an entity established by the Corporation for Supportive Housing and Enterprise Community Partners to serve as an intermediary to the service delivery providers, manage project operations, manage funding from

the investors, reimburse the service providers for their work from investors' funds, change or modify the service delivery methods and providers, receive outcome payments from the DOF and make payments to investors. Under H2H, the SPV will be responsible for enforcing the service provider agreements, including ensuring the timely delivery of each of the service provider reports and analyses, and monitoring the performance of the service providers. The SPV will also be responsible for enforcing the provisions of the project manager agreement, the fiscal agent agreement and the validator agreement. Within the SPV, the following roles are included:

- ***The Corporation for Supportive Housing (CSH):*** CSH will serve as project manager and be responsible for project oversight, communicating with all parties; provide advisory services; and serve as liaison in any additional consultant services provided to the project. CSH will monitor the day-to-day operations of H2H and support provider performance to ensure housing and services adhere to evidence-based practice by providing technical assistance to the service providers regarding CSH's Dimensions of Quality Supportive Housing,³² including the Housing First philosophy; improving the quality of permanent supportive housing in Denver; supporting service providers to ensure housing placements; working collaboratively with city and state housing agencies, the Continuum of Care, Denver's Road Home and other stakeholders to identify and resolve any obstacles to accessing and using housing vouchers; identifying and resolving any obstacles to on-time lease-up of new construction buildings; identifying any implementation challenges and collaborating with relevant partners to improve service delivery and efficiency. CSH will also staff H2H's operating committee and governance committee, which includes scheduling meetings; raising agenda items and facilitating group discussions; preparing and circulating all meeting materials (agenda, minutes, evaluator's reports, provider updates, financial reports, etc.); and coordinating and managing membership. CSH will also provide any required notices to investors under the contract.
- ***Enterprise Community Partners (Enterprise):*** Enterprise will be H2H's fiscal agent responsible for all financial management. Its responsibilities include establishing and maintaining the SPV operating account, including setting up the accounting and financial procedures regarding administration of that account. It will develop and follow policies and procedures for 1) daily transaction procedures for cash management, cash receipts and cash disbursements; 2) financial reporting, including but not limited to financial statements, cash flow and budget to actual analysis; and 3) contract compliance with investors. Enterprise will receive disbursements from investors and make interest payments and outcome payments (if any) to investors using SIPBRA funds dispersed by DOF. It will pay fees and expenses on behalf of the SPV. Another key responsibility of Enterprise is that it will be responsible for all of H2H's financial reporting, including maintaining all required financial records; preparing quarterly account reconciliations of actual expenditures to the anticipated expenditures; retaining and overseeing external auditors to prepare for any audits of the SPV and to prepare any required audited financial statements; overseeing the preparation of quarterly financial statements and annual audited financial statements; providing access to all financial records maintained on behalf of the SPV to the investors and the city; and assisting the SPV in complying with any filing requirements of any government authority having jurisdiction over the

³² Corporation for Supportive Housing. (2013). *Dimensions of quality supportive housing*. Retrieved from https://d155kunxf1aozz.cloudfront.net/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf

SPV. Enterprise will be responsible for all communication to the DOF and investors about H2H.

The Colorado Coalition for the Homeless (CCH) and Mental Health Center of Denver (MHCD): CCH and MHCD will serve as H2H's two service providers. Both will use a modified assertive community treatment (ACT) team model of community-based clinical services, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services to clients in the treatment group. CCH and MHCD will engage participants in the treatment group for a minimum of three months. Within one month of initial contact with the client, CCH and MHCD will assign the client to a case management team and, through such case managers and clinicians, will conduct a full mental health assessment of the client, establish and implement a treatment plan for the client, identify barriers to housing for the client and address other pressing client needs. CCH will provide services for 100 clients. MHCD will provide services for 25 clients. The delivery of all services will be guided by the principles of cultural competence, trauma-informed care, recovery and resiliency with an emphasis on building enrollee strengths and resources in the community, with family and with their peer/social network.

CCH and MHCD will enter all data relating to services provided into the data dashboard report and securely send it to the independent evaluator each month. At least twice annually, CCH and MHCD will analyze and report to CSH the services provided to H2H clients that have been successfully billed to Medicaid and Medicare and reimbursed to MHCD/CCH. CSH will audit and submit that data to the operating committee for review. CCH and MHCD expect that their services will be funded in part through Medicaid reimbursements, and they are solely responsible for submitting the information necessary to procure Medicaid payments required to fund those services and for administering the funds received through Medicaid.

CCH's and MHCD's team leader will participate in the operating and governance committees, and attend all required meetings, seminars and other collaborative events scheduled by the SPV.

The Urban Institute (Urban): Urban Institute will serve as the independent evaluator and will be responsible for coordinating referral and randomization by: 1) establishing a list of eligible participants for H2H; 2) leading and coordinating a randomization process to identify the proper number of individuals needed to fulfill the evaluation design; 3) leading and coordinating a referral and handoff process for those individuals identified as the group receiving treatment; 4) facilitating a housing screen that will screen out individuals who are not considered homeless according to the evaluation design; 5) facilitating a health screen that will screen out individuals who are not considered high users of medical care according to the evaluation design; 6) supporting a release of information process for those participants receiving treatment; 7) leading and coordinating ongoing updates to the H2H eligibility list and randomizing individuals in accordance with the two service providers' needs; and 8) conducting the independent process and impact studies (described in more detail below).

Urban will conduct the process study to understand key process-related information that is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep H2H on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study,

Urban will manage an engagement dashboard; manage a housing enrollment pipeline; conduct annual site visits and key respondent interviews with service providers and other important stakeholders; and review program-related documents such as training manuals, standard operating procedures or other descriptions of program components.

Urban will also conduct the impact study to collect and certify the validity of the data and calculations used to inform success payments. Specifically, Urban will collect and validate service provider data on participants' health care utilization and costs; track participant exits from housing and days spent in housing; and collect and validate Denver Sheriff Department data on jail days and measure the impact of H2H on the target population's jail days. In addition, Urban will collect and certify the validity of the data and calculations used to measure additional outcomes, including police contacts and continued criminal justice involvement, and homelessness system utilization and costs.

Urban will be responsible for reporting and disseminating results. Urban will provide timely and comprehensive reports as outlined in the evaluation design and as required under the contract between the DOF and the SPV, service providers and investors. For project monitoring purposes, Urban will maintain a biweekly engagement dashboard and monthly pipeline dashboard as outlined in the evaluation design. Data for these dashboards will be collected at least biweekly from the service providers. The biweekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program, to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the DOF, the SPV, service providers and investors.

Urban will conduct the outcome measurements on Medicaid and Medicare usage and housing stability for interim payment purposes and submit outcome reports starting in Quarter 7 and continuing every 12 months thereafter as indicated in the evaluation design through the completion of the project's implementation period. Urban will conduct the outcome measurements on jail days for final payment purposes and submit the outcome report in the evaluation project closeout. Outcome reports will be delivered to the DOF, the SPV, service providers and investors. Urban will calculate net Medicaid and Medicare expenditures' success payments, housing stability success payments and jail day reductions success payments, and prepare the related certifications.

At the conclusion of the evaluation or in the event of early termination of H2H, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings and outcomes—including methodology used to evaluate H2H, process study findings and recommendations, and impact study data (aggregate), outcomes, findings and recommendations.

Throughout the project, Urban will work with all program partners to address ongoing challenges and referral and enrollment difficulties, including attending operating committee meetings and governance committee meetings; providing ongoing and timely support to the DOF, the SPV, and service provider staff involved with the project; and generating proposals for improving processes to ensure adequate referral and enrollment levels are met.

Denver Housing to Health (H2H) Pay for Success Project Timeline

[illegible]

	Year 3: 2021-2022											
	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.
Providers place clients in housing (e.g., secure housing units and lease to participants)												
CCH and MHCD deliver ACT and case management to clients who elect to participate												
Urban calculates payment for housing stability outcome that the City and County owes to investors												
Operating committee meets												
Governance committee meets												
Participate in on-site technical inspections, host site visits												
Attend grantee meetings												
Respond to any requests from the U.S. Department of the Treasury agency (e.g., provide additional data)												
Complete annual performance report on OMB-approved form (within 90 days of end of calendar year)												

	Year 6: 2024-2025											
	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.
Providers place clients in housing (e.g., secure housing units and lease to participants)												
CCH and MHCD deliver ACT and case management to clients who elect to participate												
Urban calculates payment for housing stability outcome that the City and County owes to investors												
Operating committee meets												
Governance committee meets												
Participate in on-site technical inspections, host site visits												
Attend grantee meetings												
Respond to any requests from the U.S. Department of the Treasury agency (e.g., provide additional data)												
Complete annual performance report on OMB-approved form (within 90 days of end of calendar year)												
Complete evaluation progress reports beginning in Year 2 and biannually after												

	Year 7: 2025-2026											
	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.
Providers place clients in housing (e.g., secure housing units and lease to participants)												
CCH and MHCD deliver ACT and case management to clients who elect to participate												
Urban calculates payment for housing stability outcome that the City and County owes to investors												
Operating committee meets												
Governance committee meets												
Urban calculates payment for the reduction in jail bed days outcome that the City and County owes to investors												
Urban calculates payment (if any) for SIPPPRA outcome related to reduction in Medicaid and Medicare expenditures that investors will be reimbursed from the U.S. Department of the Treasury												
Participate in on-site technical inspections, host site visits												
Attend grantee meetings												
Respond to any requests from the U.S. Department of the Treasury agency (e.g., provide additional data)												
Complete annual performance report on OMB-approved form (within 90 days of end of calendar year)												
Complete final evaluation report within six months of project intervention completion												

	Year 7.5: 2026-2027 Evaluation Completed					
	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
Urban evaluation is complete						
Respond to any requests from the U.S. Department of the Treasury agency (e.g., provide additional data)						

Annex B to Schedule 1: Project Partnership Agreement(s)

**PRELIMINARY DRAFT
DENVER HOUSING TO HEALTH PAY FOR SUCCESS SOCIAL IMPACT BOND
PARTNERSHIP AGREEMENT**

BY AND BETWEEN

THE CITY AND COUNTY OF DENVER, COLORADO

AND

**INTERMEDIARY SPV CONTROLLED BY ENTERPRISE COMMUNITY PARTNERS,
INC. AND THE CORPORATION FOR SUPPORTIVE HOUSING**

Dated as of April __, 2020

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SOCIAL IMPACT BOND CONTRACT

THIS DENVER HOUSING TO HEALTH PAY FOR SUCCESS SOCIAL IMPACT BOND PARTNERSHIP AGREEMENT (this “**Contract**”) is made and entered into as of the ____ day of April 2020 (the “**Execution Date**”) by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the “**City**”) and an LLC controlled by Enterprise Community Partners, Inc. and the Corporation for Supportive Housing (the “**SPV**”). The City and the SPV are referred to collectively herein as the “**Parties.**” Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Exhibit A.

RECITALS

WHEREAS, on December 22, 2014, the Council of the City and County of Denver (“**Council**”) passed Ordinance Number 0779, which established in the General Government Special Revenue Fund, Accounting No. 11000, a “Social Impact Bond” fund program, Accounting No. 11863-2500000 (the “**Social Impact Fund**”) and authorized expenditures from this fund to include, but not be limited to, performance-based payments to contractors providing housing and case management for homeless individuals; and

WHEREAS, data from the City’s 2016 Social Impact Bond program have demonstrated that supportive housing can produce better health outcomes and reduce healthcare costs by providing more consistent, appropriate, and preventative care for individuals experiencing homelessness; and

WHEREAS, the United States Department of Treasury (the “**Treasury**”) has issued the Social Impact Partnerships to Pay for Results Notice of Funding Availability (UST-SIPPRA-2019-01) to make federal grant funding available to reimburse costs incurred by local governments for Social Impact Bond Projects; and

WHEREAS, the City desires to implement another “Social Impact Bond” or “Pay for Success” initiative to provide supportive housing to certain homeless individuals as further described herein (the “**Project**”); and

WHEREAS, the City intends to establish, under proper Council procedures, a new and separate social impact bond fund (the “**Housing to Health Social Impact Fund**”) and authorize expenditures from this fund to include, but not be limited to, performance-based payments to contractors providing housing and case management for homeless individuals; and

WHEREAS, the Corporation for Supportive Housing (“**CSH**”) and Enterprise Community Partners, Inc. (“**Enterprise**”) were selected by the City to serve as intermediary organizations for the Project; and

WHEREAS, the SPV is a limited liability company that was created jointly by CSH and Enterprise to enter into and perform the obligations of the SPV under this Contract;

WHEREAS, the SPV will contract with CSH to perform the role of “**Project Manager,**”

as set forth in this Contract and the Project Manager Agreement, and CSH will subcontract certain responsibilities of the Project Manager to Enterprise; and

WHEREAS, the SPV will contract with Enterprise to perform the role of the “**Fiscal Agent**,” as set forth in this Contract and the Fiscal Agent Agreement; and

WHEREAS, the SPV will contract with the Colorado Coalition for the Homeless (“**CCH**”) and the Mental Health Center of Denver (“**MHCD**”) (collectively, CCH and MHCD are referred to herein as the “**Service Providers**”) for the provision of the Services, as set forth in this Contract and the Service Agreements; and

WHEREAS, the City will contract with the Urban Institute (the “**Independent Evaluator**”) to evaluate the Project, as set forth in this Contract and the Independent Evaluator Agreement; and

WHEREAS, the operational costs of the SPV, the Project Manager, the Fiscal Agent, and the Service Providers will be paid with funds provided by the Lenders in the form of loans or other transfers or pledges of monies to be made to the SPV as set forth in this Contract and in the Loan Documents; and

WHEREAS, the City will make Success Payments to the SPV pursuant to this Contract only if specific, measurable outcomes are achieved by the Project; and

WHEREAS, to the extent the Services contemplated under this Contract and the Service Agreements do not yield results such that the City is obligated to make Success Payments in a sufficient amount for the SPV to pay all amounts due under the Loans, any resulting shortfall of amounts due on the Loans will be forgiven, and the SPV will not have any obligation to pay any such shortfall on the Loans, except as set forth under the terms of this Contract.

NOW, THEREFORE, the Parties are entering into this Contract to facilitate the implementation of the Project and to set forth the City’s obligations to make Success Payments upon the achievement by the Project of the outcomes described herein.

ARTICLE 1

TERM

Section 1.01 Obligations Commencing on the Execution Date. Except as set forth in Section 1.02 and Section 1.03 hereof, the Parties shall start performing their duties and obligations in accordance with the terms and conditions of this Contract upon the Effective Date.

Section 1.02 Project Launch Conditions. The “**Effective Date**” shall be the date on which the City and the SPV shall have each provided written acknowledgment, with Lender Consent, that all of the following conditions have been satisfied or waived (collectively, the “**Project Launch Conditions**”):

(a) The City and the Independent Evaluator have executed the Independent Evaluator Agreement, in a form reasonably acceptable to the Lenders, the City, the Independent

Evaluator, and the Project Manager, which requires the Independent Evaluator to perform the scope of work as substantially set forth in Exhibit D-1.

(b) The SPV and the Project Manager have executed the Project Management Agreement, in a form reasonably acceptable to the Lenders, the City and the Project Manager, which requires the Project Manager to perform the scope of work as substantially set forth in Exhibit D-2.

(c) The SPV and the Fiscal Agent have executed the Fiscal Agent Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and the Fiscal Agent, which requires the Fiscal Agent to perform the scope of work as substantially set forth in Exhibit D-3.

(d) The SPV and CCH have executed a Service Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and CCH, which requires CCH to perform the scope of work as substantially set forth in Exhibit D-4.

(e) The SPV and MHCD have executed a Service Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and MHCD, which requires MHCD to perform the scope of work as substantially set forth in Exhibit D-5.

(f) The SPV and all of the Lenders have executed all Loan Documents documenting loans that provide sufficient funding for the Project.

(g) The City and the Project Manager have agreed that there are a sufficient number of Eligible Referrals such that the first 10% of housing units can promptly be leased to Participants.

(h) The City has deposited at least [\$600,395] into the Housing to Health Social Impact Fund.

(i) Each Service Provider has provided evidence of board or other approval of the Project or has represented in its Service Agreement that no further approvals or consents are required to enter into and perform under its Service Agreement, as well as copies of its current articles of incorporation and bylaws.

(j) The SPV has secured insurance coverage, acceptable to the SPV and the City and with Lender Consent.

(k) The City has entered into a SIPPR grant agreement (the “**Grant Agreement**”) with the Treasury through which the City can be reimbursed for costs incurred to implement the Housing to Health program, in an amount equivalent to the Federal government’s cost savings as a result of the program.

Section 1.03 Determination of Project Launch. In the event that the Effective Date has not occurred within 30 days of the Execution Date, the Governance Committee will meet on a biweekly basis to facilitate the achievement of the Project Launch Conditions. In the event the Parties do not agree in writing, with Lender Consent, that the Project Launch Conditions have

been satisfied on or before [October 1, 2020], this Contract shall automatically terminate and have no further force or effect, and no Party, or any of their respective affiliates or any of their members, managers, officers, or directors will have any liability of any nature whatsoever under this Contract, and, as set forth in the Loan Documents, the SPV shall return to the Lenders, on a pro rata basis, any unused Loan proceeds provided by the Lenders to the SPV by such date.

Section 1.04 Term of the Project and this Contract.

(a) For the purpose of measuring outcomes of the Project, the Project is deemed to have commenced on [April 1, 2020] (the “**Project Start Date**”) (and for the avoidance of doubt, the SPV’s obligations under this Agreement shall commence on the Effective Date). Unless terminated earlier or extended with Lender Consent pursuant to the terms of this Contract, the Project shall terminate on the date that is ninety (90) months after the Project Start Date (the “**Project Term**”).

(b) Except as otherwise set forth in this Contract, all rights and obligations of the Parties shall remain in effect for the duration of the Project Term and until such time thereafter that all Success Payments due from the City have been paid to the SPV, the SPV has distributed all accumulated Success Payments in accordance with this Contract and the Loan Documents, and any other Project wind-down activities and payments associated therewith have been completed.

Section 1.05 Quarters. For purposes of this Contract, each “**Quarter**” shall mean a project year quarter. Project years begin on [April 1] and end on [March 31]. Project quarters begin on [April 1st, July 1st, October 1st, or January 1st].

ARTICLE 2
SERVICES; EVALUATION

Section 2.01 Service Agreements. On or prior to the Effective Date, the SPV will execute (i) a contract with CCH to perform the CCH Program (as defined below), and (ii) a contract with MHCD to perform the MHCD Program (as defined below) (collectively, such contract with CCH and such contract with MHCD are referred to herein as the “**Service Agreements**”).

Section 2.02 Services. CCH will provide the services described in Exhibit D-4 attached hereto (the “**CCH Program**”), and MHCD will provide the services described in Exhibit D-5 attached hereto (the “**MHCD Program**”) (collectively, the CCH Program and the MHCD Program are referred to herein as the “**Services**”). Unless terminated earlier or extended pursuant to the terms of this Contract and the Service Agreements, the Services shall terminate on the date that is eighty-four (84) months after the Project Start Date.

Section 2.03 Referral Population.

(a) Target Population. The “**Target Population**” shall consist of homeless individuals who are individuals with a record of at least eight arrests over the past three years in Denver County, experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high cost health services paid through Medicaid and Medicare, including services

received through Denver Health and Hospital Authority, as further defined in Exhibit B, **“the Evaluation Plan.”**

(b) Identification of Eligible Referrals from Target Population. As set forth in the Evaluation Plan, the Independent Evaluator will identify and screen the Target Population for eligibility (the **“Eligible Referrals”**) under the criteria set forth in the Evaluation Plan (the **“Eligibility Criteria”**). As set forth in the Evaluation Plan, the Independent Evaluator will assign Eligible Referrals to (i) a control group (the **“Control Group”**) that will not be referred to the Service Providers to receive the Services or (ii) a treatment group that will be referred to the Service Providers to receive the Services. The Service Providers will obtain consent from all Participants for participation in the Services prior to the commencement of such Services. Upon referral to either the CCH Program or the MHCD Program, participating Eligible Referrals (the **“Participants”**) will receive the Services from a Service Provider.

(c) Projected Participant Referral Schedule. Table B of the Evaluation Plan, **“Minimum Treatment Randomization Timeline,”** identifies the minimum projected schedule for referral of Participants into the Project.

Section 2.04 Independent Evaluator Agreement.

(a) Prior to the Effective Date, the City will execute a contract with the Independent Evaluator to perform the scope of work set forth in Exhibit D-1.

(b) The City shall not terminate the Independent Evaluator or replace the Independent Evaluator without the Approval of the Governance Committee.

(c) The Independent Evaluator Agreement will require that the Independent Evaluator deliver the reports with respect to the payment of Success Payments to the Lenders at the same time they are delivered to the City and the SPV under this Contract.

Section 2.05 Evaluation Plan.

(a) The Independent Evaluator has prepared, and the Parties have hereby incorporated into this Contract, the Evaluation Plan attached hereto as Exhibit B. In the interest of clarity, in the event of any discrepancy between the Evaluation Plan and this Contract, the terms of the Evaluation Plan shall control.

(b) The Evaluation Plan may be amended for any reason in writing with the Approval of the Governance Committee.

Section 2.06 Provision of Information. Each of the Parties hereby agrees to provide such information as is required pursuant to this Contract, including the Evaluation Plan, to each other and the Independent Evaluator, as is necessary for each party to carry out its respective evaluation and other responsibilities in accordance with this Contract and the Evaluation Plan; provided that the Parties agree that the data collected by the Independent Evaluator and the sharing of such data shall be subject to the terms of the Independent Evaluator Agreement. The Independent Evaluator Agreement will require that, upon termination of such Agreement, the Independent Evaluator will return to the City and the SPV, and provide an irrevocable license to

the City and the SPV to use, all of the data, reports, analyses, work product and intellectual property provided or acquired by the Independent Evaluator in connection with the Project, except for confidential information regarding any Participant, in a format specified by the City and the SPV.

ARTICLE 3

PROJECT FUNDING; PAYMENTS

Section 3.01 Project Budget. The Project Budget in Exhibit C sets forth the agreed upon total cost for the delivery of the Services and certain other costs associated with the administration of the Project (such total costs, collectively, “**Total Project Costs**”) over the Project Term. Subject to the provisions of the Service Agreements, the Project Budget may be amended from time to time during the Project Term with the Approval of the Governance Committee (as herein defined); provided, however, that the Approval of the Governance Committee shall not be required for amendments to line items that do not change any such line item by more than 10% per line item, so long as such aggregated line item changes do not cause the Total Project Costs to change.

Section 3.02 SPV Operating Account. The SPV shall maintain a deposit account (the “**SPV Operating Account**”) at PNC Bank, National Association, or any successor financial institution that is approved by Lender Consent. All monies received by the SPV from the Lenders pursuant to the Loan Documents and from the City for Success Payments shall be deposited into the SPV Operating Account. Any interest earned on such monies shall be held within the SPV Operating Account. Any monies within the SPV Operating Account may only be transferred from the SPV Operating Account to (i) pay the Total Project Costs as set forth in this Contract, the Service Agreements, the Project Manager Agreement, the Fiscal Agent Agreement and in accordance with the Loan Documents; (ii) at the end of the Project Term, disburse any funds remaining in the SPV Operating Account in a manner that is consistent with this Contract and the Loan Documents; (iii) make Success Payments to the Lenders in accordance with the Loan Documents; and (iv) in the event of a Termination Event, distribute any funds remaining in the SPV Operating Account as described in Section 8.06(h). It is acknowledged that the SPV Operating Account will be collaterally pledged to the Lenders pursuant to a collateral assignment and account control agreement. Prior to the date of the first payment that is due to be transferred into the SPV Operating Account pursuant to this Contract, the SPV shall cause the Fiscal Agent to give notice to the City and the Lenders of the account number and wire transfer instructions to be used for all transfers of amounts payable into the SPV Operating Account pursuant to this Contract. After such notice is given, no change in such account number or wire transfer instructions shall be made without further notice to the Lenders and the City.

Section 3.03 City Consent to Proposed Loan Documents. Prior to executing any Loan Agreement or material amendment thereto (“**Proposed Loan Agreement**”), the SPV shall provide notice to the City and offer the City an opportunity to review each such Proposed Loan Agreement. The SPV shall not execute any Proposed Loan Agreement unless the SPV obtains written notice (by electronic mail) from the City either (i) consenting to the SPV’s execution of such Proposed Loan Agreement, or (ii) waiving the right of the City to review such Proposed Loan Agreement. In the event that the City fails to provide any response within ten (10)

Business Days of receipt of notice that the SPV intends to enter a Proposed Loan Agreement, the City will be deemed to have waived its right to review and to have consented to such Proposed Loan Agreement. Consent may be withheld by the City only to the extent that the City identifies that a provision of the Proposed Loan Agreement impacts the rights, responsibilities, or obligations of the City in a manner that is inconsistent with this Contract. For the avoidance of doubt, however, the SPV reserves sole discretion in determining whether a Proposed Loan Agreement is in acceptable form, even after it may have received consent from the City as described in this Section. The Chief Financial Officer of the City, or permitted designee, is authorized to take the actions described in this Section 3.03 on behalf of the City.

ARTICLE 4

SUCCESS PAYMENTS

Section 4.01 Maximum Success Payments. The SPV shall be entitled, subject to Section 4.06, to receive outcome-based payments from the City in an amount not to exceed [\$4,887,700] with respect to the Housing Stability Success Payments, an amount not to exceed [\$2,610,000] with respect to the Jail Day Reductions Success Payments, and [\$5,211,800] with respect to Net Reduction in Federal Expenditures Success Payments in accordance with this Contract (collectively, the Housing Stability Success Payments, the Jail Day Reductions Success Payments, and the Net Reduction in Federal Expenditures Success Payments are referred to herein as the “**Success Payments**”).

Section 4.02 Housing Stability Success Payments Calculation and Payment. “**Housing Stability Success Payments**” means the payments, if any, that will be made by the City to the SPV in accordance with this Section, for each Participant Meeting Payment Requirement (as defined below).

(a) “**Participant Meeting Payment Requirement**” means each Participant that either (i) achieves a minimum of three hundred and sixty-five (365) Days in Stable Housing (as defined below), or (ii) experiences an Early Exit Event (as defined below). For purposes of clarity, such three hundred and sixty-five (365) day period is not required to occur within one calendar year.

(b) “**Days in Stable Housing**” means, with respect to each Participant, the total number of days that such Participant maintains a lease, sublease, or occupancy agreement in such Participant’s name; provided, however, that if such Participant is absent from such premises for a period of ninety (90) or more consecutive days for any reason except an Early Exit Event, the Days in Stable Housing shall be reset to zero for such Participant.

(c) An “**Early Exit Event**” means, with respect to each Participant, the occurrence of any of the following events, as certified by the Independent Evaluator: (i) a Participant ceases to receive Services and has relocated to other permanent housing where such Participant is named on a lease, sublease, or occupancy agreement or obtains a letter from the leaseholder or owner of a premises that such Participant may reside in such premises on a permanent basis; (ii) a Participant enters a residential treatment program for a period exceeding

ninety (90) days to address a physical or behavioral health issue; (iii) a Participant is incarcerated for actions entirely occurring prior to becoming a Participant; and (iv) the death of a Participant.

(d) Reserved.

(e) Housing Stability Success Payments will be calculated by the Independent Evaluator by multiplying (i) the number of Days in Stable Housing, less any days during such period that the Participant is incarcerated and less any days that are a part of the Pilot Period, for each Participant Meeting Payment Requirement by (ii) the amount of [\$19.25]. The Independent Evaluator shall certify the amount of Housing Stability Success Payments that the City is required to pay in a report to be submitted to the City, the SPV and the Lenders by the dates set forth in the table below (the “**Quarterly Housing Stability Outcomes Report**”), the format of which is described in the Evaluation Plan attached hereto as Exhibit B. The Independent Evaluator’s ability to produce the Quarterly Housing Stability Outcomes Report on time is dependent upon receiving proper information from Service Providers and the City’s Sheriff’s Department. To the extent there are delays in the receipt of such information that affect the ability of the Independent Evaluator to deliver a Quarterly Housing Stability Outcomes Report on a timely basis, the Independent Evaluator shall inform the Governance Committee, and the deadline for that Quarterly Housing Stability Outcomes Report and the payment date of the related Housing Stability Success Payment may be extended at the discretion of the Governance Committee.

Period of Project Under Evaluation, Housing Stability	Housing Stability Outcomes Observed Through	Independent Evaluator Report Deadline	City Payment Deadline
Q1-6	9/30/2021	12/15/2021	1/31/2022
Q1-10	9/30/2022	12/15/2022	1/31/2023
Q1-14	9/30/2023	12/15/2023	1/31/2024
Q1-18	9/30/2024	12/15/2024	1/31/2025
Q1-22	9/30/2025	12/15/2025	1/31/2026
Q1-26	9/30/2026	12/15/2026	1/31/2027
Q1-28	3/31/2027	6/15/2027	7/31/2027

(f) Within forty-five (45) days after receipt of the Quarterly Housing Stability Outcomes Report, regardless of whether there are any disputes in the calculations of the Independent Evaluator as described in paragraph (f) of Section 4.02, the City shall deposit into the SPV Operating Account funds sufficient to pay the Housing Stability Success Payments that have been earned for the period ending on that last date covered by such report and not previously paid by the City, if any; provided, however that, for the last installment of Housing Stability Success Payment, if the City disputes the calculations of the Independent Evaluator, the

City may withhold payment of the amount in dispute until the amount is finally determined through the dispute resolution process below. The City may dispute calculations within fifteen (15) days after receipt of the Quarterly Housing Stability Outcomes Report by providing written notice of any errors in calculations to the Independent Evaluator, SPV, and Lenders. The Independent Evaluator will have fifteen (15) days after such notice from the City to make corrections. Within five (5) Business Days of the City's deposit of Housing Stability Success Payments funds into the SPV Operating Account, the SPV shall disburse such Housing Stability Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

(g) Reserved.

Section 4.03 Jail Day Reductions Success Payments Calculation and Payment. **“Jail Day Reductions Success Payments”** means the payments that will be made by the City to the SPV, if any, for each positive Percentage Difference in Average Jail Days in accordance with this Section.

(a) **“Percentage Difference in Average Jail Days”** will be determined by the Independent Evaluator by (i) subtracting the Treatment Group Number of Average Jail Days from the Control Group Number of Average Jail Days, (ii) dividing such number by the Control Group Number of Average Jail Days, and (iii) multiplying such number by one hundred (100). Such calculation may result in a positive or negative percentage. Resulting percentages will be rounded to the nearest integer.

(b) **“Treatment Group Number of Average Jail Days”** means the total number of Average Jail Days that Participants assigned to the Treatment Group were incarcerated in the City's jail during each 730 (365x2) consecutive day period, determined separately for each Participant, commencing with the date the Participant is assigned to the Treatment Group, and any 730 consecutive day period must end on or prior to last day of the observation period in order to be included in determining the Treatment Group Number of Average Jail Days for that observation period.

(c) **“Control Group Number of Average Jail Days”** means the total number of Average Jail Days that Eligible Referrals assigned to the Control Group were incarcerated in the City's jail during each 730 (365x2) consecutive day period, determined separately for each Participant, commencing with the date the Participant is assigned to the Control Group, and any 730 consecutive day period must end on or prior to last day of the observation period in order to be included in determining the Control Group Number of Average Jail Days for that observation period.

(d) Jail Day Reductions Success Payments will be determined by the Independent Evaluator by calculating the Percentage Difference in Average Jail Days and then identifying the corresponding dollar amount identified in the “Payment Amount” column of the payment scale set forth below:

Percentage Threshold	Payment Per Percentage Point
< 20%	\$0
20 to < 30%	[\$35,500]
30 to < 60%	[(30 x \$35,500) + \$8,000 per percentage point above 30%]
≥ 60%	Max Payment [(\$1,305,000 for any single payment and \$2,610,000 total for both payments)]

If the Percentage of Average Jail Day Reductions is a negative number, then the Jail Day Reductions Success Payments will be zero. The Independent Evaluator shall certify the amount of the Jail Day Reductions Success Payments required to be made by the City and the accuracy of this information in reports to be submitted to the City, the SPV and the Lenders by the dates set forth in the table below, which reports shall cover the evaluation period from Quarters 1 through 20 and Jail Day outcomes observed through Quarter 20 (the “**Jail Days Outcomes Report**”), the format of which is described in the Evaluation Plan attached as Exhibit B.

Period of Project Under Evaluation, Jail Days	Jail Days Outcomes Observed Through	Independent Evaluator Report Deadline	City Payment Deadline
Q1-14	9/30/2023	12/15/2023	1/31/2024
Q1-28	3/31/2027	6/15/2027	7/31/2027

(e) Within forty-five (45) days of receipt of the Jail Days Outcomes Report the City shall deposit into the SPV Operating Account funds sufficient to pay the Jail Day Reductions Success Payments that have been earned, if any. Within five (5) Business Days of the City’s deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Jail Day Reductions Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.04 Net Reduction in Federal Expenditures Success Payments Calculation and Payment. “**Net Reductions in Federal Expenditures Success Payments**” means the payments that will be made by the City to the SPV, exclusively from funds received by the City from the Treasury, pursuant to the Grant Agreement, if any, in accordance with this section.

(a) “**Net Reduction in Federal Expenditures**” will be determined by the Independent Evaluator by subtracting the average difference in the change over the observation period for the Treatment Group Amount Billed for Claims from the average difference in the change over the observation period for the Control Group Amount Billed for Claims. Such calculation may result in a positive or negative number. Resulting numbers will be rounded to the nearest integer.

(b) **“Treatment Group Amount Billed for Claims”** means the total federal share, calculated at 90 percent (90%), of the amount billed for claims for all Participants, commencing with the date the Participant is assigned to the Treatment Group, and ending on or prior to last day of the Project Term in order to be included in determining the Treatment Group Amount Billed for Claims.

(c) **“Control Group Amount Billed for Claims”** means the total federal share, calculated at 90 percent (90%) of the amount billed for claims for all Participants, commencing with the date the Participant is assigned to the Control Group, and ending on or prior to last day of the Project Term in order to be included in determining the Control Group Amount Billed for Claims.

(d) Net Reduction in Federal Expenditures Success Payments will be determined by the Independent Evaluator by (i) calculating the Net Reduction in Federal Expenditures year, (ii) multiplying the annual Net Reduction in Federal Expenditures for each project year by the medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year between the project year for which the amount was calculated and [March 31, 2027], and (iii) adding all the annual amounts together.

If the Net Reduction in Federal Expenditures is a negative number, then the Net Reduction in Federal Expenditures Success Payments will be zero. The Independent Evaluator shall certify the amount of the Net Reduction in Federal Expenditures Success Payments required to be made by the City, exclusively from funds received by the City from the Treasury, and the accuracy of this information in a report to be submitted to the City, [US Department of Treasury], the SPV and the Lenders by June 15, 2027, which report shall cover the evaluation period from Quarters 1 through 28 and Net Reduction in Federal Expenditures outcomes observed through Quarter 28 (the **“Final Wind Up Net Federal Expenditures Reduction Outcomes Report”**), a format of which is described in the Evaluation Plan attached as Exhibit B.

(e) Within forty-five (45) days of receipt of the Final Wind Up Net Reduction in Federal Expenditures Outcomes Report the City shall deposit into the SPV Operating Account funds sufficient to pay the Net Reduction in Federal Expenditures Success Payment that has been earned, if any, only if the City has received funds from the Treasury. Within five (5) Business Days of the City’s deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Net Reduction in Federal Expenditures Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.05 City Representations on Success Payments.

(a) The City is authorized to enter into this Contract and to carry out its obligations hereunder. The City has duly authorized and approved the creation of the Housing to Health Social Impact Fund and the use of funds deposited therein to make Success Payments.

(b) The City represents that, as of the Effective Date, the balance in the Housing to Health Social Impact Fund is not less than [\$600,395].

Section 4.06 City Financial Obligations Limited to Monies on Deposit in the Housing to Health Social Impact Fund; Pledge; Deposit of Monies to Housing to Health Social Impact Fund Subject to Annual Appropriation.

(a) The City's obligation to pay Success Payments shall be limited to moneys on deposit in the Housing to Health Social Impact Fund, which are hereby irrevocably pledged to the payment of the Success Payments and payments to be made under the Independent Evaluator Agreement so long as this Contract is in effect. On and after the Effective Date, monies in the Housing to Health Social Impact Fund shall be held in cash or, if invested, shall be invested only in accordance with the Charter and the City's investment policy, and earnings shall remain in the Housing to Health Social Impact Fund.

(b) Monies currently held in the Housing to Health Social Impact Fund shall remain in the Housing to Health Social Impact Fund. Additional monies appropriated for deposit into the Housing to Health Social Impact Fund in Fiscal Year 2020 and monies appropriated for deposit into the Housing to Health Social Impact Fund in subsequent Fiscal Years shall be deposited into the Housing to Health Social Impact Fund.

(c) At the end of the intervention period, the City anticipates receiving funds under the Grant Agreement in an amount equivalent to the Federal Government's cost savings as a result of the program, as determined in accordance with the Evaluation Plan. The City will deposit grant funds in the "Housing to Health Social Impact Fund" for distribution as success payments as described in Section 4.04. In no event shall the City be responsible for payment of funds in any amount greater than that received through the Grant Agreement. If the amount of funds received by the City under the Grant Agreement is less than anticipated, the City may, at its discretion (i) reduce success payments in accordance with the amount of money received from the Treasury or (ii) terminate this Agreement.

(d) The Chief Financial Officer or other officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the Council, for any Fiscal Year in which this Contract shall be in effect, the amounts sufficient to maintain minimum balances in the Housing to Health Social Impact Fund that are set forth in Exhibit E on the dates set forth therein in each Fiscal Year in which this Contract is in effect. To the extent that the minimum balance set forth in Exhibit E for a particular Fiscal Year is not maintained by the City and the SPV has not exercised (including at the direction of the Lenders) its option to terminate this Contract pursuant to Section 8.03(d), the Chief Financial Officer or other officer of the City is hereby directed to include in the annual budget proposal for the succeeding Fiscal Year the amount needed to maintain such minimum balance by the City for the prior Fiscal Year in addition to the amount needed to maintain the minimum balance for such succeeding Fiscal Year. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an appropriation shall be made solely by the City and the actions of the officials of the City.

(e) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Council, paid into the Treasury of the City, and encumbered for the purpose of this Contract. The City does not by this Contract irrevocably

pledge present cash reserves for payment or performance in future fiscal years. This Contract does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by the City's Revised Municipal Code.

Section 4.07 City Notification. In the event funds in the amount set forth in Exhibit E are not appropriated for any Fiscal Year, the City will notify the SPV and the Lenders of such occurrence in writing no later than December 15 of the immediately preceding Fiscal Year.

Section 4.08 Early Housing Stability Success Payments.

(a) If this Contract is terminated prior to the end of the Project Term due to a Termination Event, the City shall request that, within ninety (90) Days of such termination, or if Housing Stability Success Payments include the three month wind down period after termination as described in paragraph (b) below, within ninety (90) days after the end of such wind-down period, the Independent Evaluator submit to the City, the SPV and the Lenders a Housing Stability Outcomes Report calculating the Housing Stability Success Payments that have accrued in accordance with Section 4.02 as of the date of the Termination Event, if any (the “**Early Housing Stability Success Payments**”); provided, however, that if the Termination Event is caused solely due to the actions or inactions of the City, the minimum requirement set forth in Section 4.02(a)(i) shall be waived. Within forty-five (45) days of receipt of such Housing Stability Outcomes Report, the City shall deposit into the SPV Operating Account funds sufficient to pay the Early Housing Stability Success Payments that have been earned for the period ending on that last date covered by such report and not previously paid by the City, if any. Within five (5) Business Days of the City's deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Early Housing Stability Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

(b) If this Contract is terminated due to a Termination Event specified in Section 8.03(a) through (d), Section 8.04(a) through (b), Section 8.04(f) through (l), or Section 8.05(b), calculations of Housing Stability Success Payments shall include Participants receiving Services during the three-month wind-down period after the termination date.

Section 4.09 Early Jail Day Reductions Success Payments.

(a) If (i) this Contract is terminated prior to the end of the Project Term due to a Termination Event, (ii) at least seventy-five (75) Participants were included as part of the Treatment Group for a period of at least one (1) year, and (iii) at least seventy-five (75) Eligible Referrals were included as part of the Control Group for a period of at least one (1) year, then the City shall request that, within ninety (90) Days of such termination, the Independent Evaluator submit to the City, the SPV and the Lenders a Final Wind Up Jail Days Outcomes Report calculating the Jail Day Reductions Success Payments that have accrued in accordance with

Section 4.03 (the “**Early Jail Day Reductions Success Payment**”), except that Jail Days reductions shall be calculated based upon the following:

- (i) Payments will be based upon the longest identifiable enrollment period of results ranging from one (1) to two (2) years, so long as there are at least 75 Participants in the identified results period. Payment will be based only upon the results of Participants in the longest identified enrollment group. To the extent that some Participants within the group have additional year(s) of results, those years will not be counted.
- (ii) Payments will be: (1) adjusted based upon a “Percentage Multiplier” based upon investments draws that equal the percentage of the total investment made up until the point of early termination based upon the following table; (2) draw amounts shall be adjusted to actual draws, to the extent that they differ from the table below, but adjustments shall not exceed a five percent (5%) increase in any given year; and (3) Success Payments shall not exceed an amount that would create an Internal Rate of Return (calculated using the XIRR function in Microsoft Excel, the “IRR”) higher than maximum IRR defined for City Default or Non-Default situations in the following table.

If Termination Occurs During Quarter	Scheduled Total Draw	Percentage Multiplier	Max IRR (City Default)	Max IRR (No City Default)
1	\$139,132	6%	12%	8.60%
2	\$201,372	9%		
3	\$263,612	12%		
4	\$340,415	16%		
5	\$415,621	19%		
6	\$488,325	23%		
7	\$561,030	26%		
8	\$637,647	30%		
9	\$714,286	33%		
10	\$788,347	37%		
11	\$862,409	40%		
12	\$940,438	44%		
13	\$1,018,669	47%		
14	\$1,094,247	51%		
15	\$1,169,825	55%		
16	\$1,249,426	58%		

17	\$1,329,779	62%
18	\$1,407,398	66%
19	\$1,485,018	69%
20	\$1,566,719	73%
21	\$1,648,661	77%
22	\$1,727,788	81%
23	\$1,806,915	84%
24	\$1,890,182	88%
25	\$1,975,034	92%
26	\$2,056,985	96%
27	\$2,138,937	100%
28	\$2,146,146	100%

(iii) Early Jail Days Reduction Success Payment = Percentage Multiplier x Original Payment Per Percentage Point (Adjusted to Max payment if IRR exceeds limits)

(b) Within forty-five (45) days of receipt of such Final Wind Up Jail Days Outcomes Report, the City shall deposit into the SPV Operating Account funds sufficient to pay the Early Jail Day Reductions Success Payments that have been earned through the end of the period covered by such report and not previously paid by the City, if any. Within five (5) Business Days of the City's deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Early Jail Day Reductions Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.10 Net Reduction in Federal Expenditures Reductions Success Payments.
[This section to be determined based on Grant Agreement with the Treasury.]

ARTICLE 5

OVERSIGHT AND REPORTING

Section 5.01 Operating Committee. An operating committee comprised of the parties identified under subsection (b) of this Section (the “**Operating Committee**”) shall be established to facilitate successful operation of the Project, highlight any concerns, discuss trends and monitor progress of the Project. In particular, the Operating Committee shall focus on the referral process of Eligible Referrals, the housing resources available to the Target Population, identifying and monitoring program trends, and monitoring the progress of the Participants. The Operating Committee will serve as an advisory committee to facilitate programmatic adjustments in the interest of improving the provision of Services and/or the efficiency of the Project and will not have any authority to bind the Parties in any way under this Contract or to change any terms of this Contract or the Loan Documents.

(a) The Operating Committee shall hold regular meetings (“**Operational Meetings**”) at least twice per month commencing on the Effective Date until six (6) months thereafter, and, after such time, at least once a month for the remainder of the Project Term. The

Project Manager shall provide written notice to the Operating Committee Members (as defined below) and the Lenders of regularly scheduled Operational Meetings on an annual basis, any changes to the schedule within at least five Business Days of the change and each emergency meeting as soon as practicable after the emergency meeting is scheduled.

(b) As of the Effective Date, the Operating Committee's membership will include at minimum representatives from the City, Enterprise, CSH, the Service Providers, and the Independent Evaluator (collectively, the "**Operating Committee Members**"). The Operating Committee Members may be expanded to include representatives from other organizations as determined by the existing Operating Committee Members. Each of the Lenders may attend all meetings of the Operating Committee. The Project Manager is responsible for the raising of agenda items identified by the Project Manager or the Operating Committee Members and facilitating group discussions at the Operational Meetings. The Project Manager shall prepare an agenda and circulate the agenda to all Operating Committee Members and the Lenders at least two (2) Business Days in advance of any Operational Meeting. The agenda for an Operational Meeting may include the following items:

- (i) A discussion of the most recent Service Provider Reports and the most recent report of the Independent Evaluator, to the extent such reports have not been discussed at an earlier meeting;
- (ii) A description of any significant changes to the Services that are being considered or implemented;
- (iii) A discussion of the referral process and any changes that should be or are being considered or implemented;
- (iv) A discussion of the housing resources available to the Participants, the access and placement process for housing, and any changes that should be or are being considered or implemented;
- (v) A discussion of the engagement of Participants into the Services and any changes that should be or are being considered or implemented;
- (vi) A discussion of the retention levels of Participants in the Services and any changes that should be or are being considered or implemented;
- (vii) A discussion of the implementation and operation of the referral process and any changes that should be or are being considered or implemented;
- (viii) A discussion of any critical incidents involving Participants since the last meeting;

- (ix) A discussion of any changes to the anticipated funding needs of the SPV, the Service Providers, the Fiscal Agent, or the Project Manager in connection with their performance under this Contract and any related agreements;
- (x) A discussion of issues related to systemic barriers to housing stability;
- (xi) A discussion of issues related to income and benefits as related to Participants and access thereto; and
- (xii) A discussion of the evaluation of Participants to date.

(c) The Project Manager shall prepare and circulate, by electronic mail, minutes of all Operational Meetings within five (5) Business Days after the meeting to all Operating Committee Members and the Lenders. Minutes shall be deemed approved within two (2) Business Days if no objections have been submitted to the Project Manager by any of the Operating Committee Members.

(d) Any of the Operating Committee Members may call for a special meeting of the Operating Committee upon one Business Days' notice to discuss an urgent matter. The notice for the special meeting of the Operating Committee shall include the agenda and reason for the special meeting.

(e) All Operational Meetings may be held in person or by phone or similar communication medium.

Section 5.02 Governance Committee Meetings.

(a) A governance committee consisting of the parties identified below and in Exhibit G (the "**Governance Committee**") shall be established for the purpose of resolving disputes and making certain determinations as outlined in this Contract.

(b) The Governance Committee's voting membership will consist of the City, the Project Manager, in its capacity as the SPV's representative, the Lenders, the Independent Evaluator and the Service Providers; provided that matters that require the approval of the Governance Committee under this Contract shall require the unanimous vote of the City and the Lenders (which vote of the Lenders shall be determined in the same manner as Lender Consent) ("**Approval of the Governance Committee**") and shall not require concurring votes of any other members of the Governance Committee. To the extent other parties attend a Governance Committee meeting, such parties will not be entitled to a vote. Failure of any City or Project Manager Governance Committee member or its qualified designee to attend more than two (2) regularly scheduled meetings in any calendar year shall constitute a Material Breach by the City or the SPV, respectively, under this Contract.

(c) The Project Manager shall provide written notice to all members of the Governance Committee of regularly scheduled Governance Committee Meetings on an annual

basis, any changes to the schedule within at least five Business Days of the change and each emergency meeting as soon as practicable after the emergency meeting is scheduled.

(d) Governance Committee meetings shall be held once per Quarter or such other schedule as the members of the Governance Committee shall deem appropriate. Any of the Governance Committee members may call for a special Governance Committee meeting upon two (2) Business Days' notice to discuss an urgent matter. The notice for the special Governance Committee meeting provided by the Project Manager shall include the agenda and reason for the special meeting.

(e) The Project Manager shall work with the Operating Committee members to prepare an agenda and circulate the agenda and most recent Service Provider Reports and report of the Independent Evaluator, by electronic mail, to all members of the Governance Committee, at least five (5) Business Days in advance of any Governance Committee meeting, except in the case of a special Governance Committee meeting, in which case Project Manager will distribute an agenda as soon as reasonably practicable.

(f) All Governance Committee meetings may be held in person or by phone or similar communication medium.

(g) The Project Manager shall prepare and circulate minutes of all Governance Committee Meetings within five (5) Business Days after the Governance Committee meeting to all Governance Committee members. Meeting participants shall have two (2) Business Days to comment on the draft minutes after which the minutes will be deemed approved.

(h) The Governance Committee, in considering the matter at issue, may seek input from any member of the Operating Committee or any other person or entity it deems useful.

(i) The Chief Financial Officer of the City, or permitted designee, is authorized to take the actions described in this Article 5 of the Contract on behalf of the City.

Section 5.03 Reporting on SPV Operating Account. Within forty-five (45) days from the end of each Quarter, the SPV shall cause the Fiscal Agent to provide financial statements for the SPV Operating Account to the Operating Committee. If the balances in the SPV Operating Account as of the end of any Quarter vary by more than ten percent (10%) from the balances assumed in the Project Budget attached hereto as Exhibit C, then the SPV will provide a detailed report to the Operating Committee setting forth the reasons for such variance. Any corrective action plan developed may require Lender Consent pursuant to the Loan Documents.

Section 5.04 Performance of the Independent Evaluator. The City will be responsible for enforcing the Independent Evaluator Agreement, including ensuring the timing of the Independent Evaluator's reports, analyses, and the performance of the Independent Evaluator's obligations set forth in Exhibit D-1 and the Evaluation Plan. The City is not required to file any suit in equity or at law to enforce the Independent Evaluator's obligations. Such enforcement rights shall include the termination and replacement of the Independent Evaluator under the Independent Evaluator Agreement for failure to comply with its obligations hereunder or

thereunder. Any such replacement is subject to Approval of the Governance Committee. The Independent Evaluator will be permitted to terminate the Independent Evaluator Agreement in accordance with its terms with the effect described in Section 8.04(b) hereof.

Section 5.05 Performance of the Service Providers. The SPV will be responsible for enforcing the Service Agreements, including ensuring the timing of each of the Service Provider Reports, analyses, and the performance of the Service Providers of the obligations set forth in Exhibit D-4 and Exhibit D-5; provided, however, that the SPV's resources for enforcing such contracts are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Service Provider's obligations. Such enforcement rights shall include the termination and replacement of a Service Provider under a Service Agreement for failure to comply with its obligations hereunder or thereunder. Any such replacement is subject to Approval of the Governance Committee. A Service Provider will be permitted to terminate a Service Agreement in accordance with the terms in its respective Service Agreement with the effect described in Section 8.04(c) hereof.

Section 5.06 Performance of the Project Manager. The SPV will be responsible for enforcing the provisions of the Project Manager Agreement, including the performance of the obligations set forth in Exhibit D-2; provided, however, that the SPV's resources for enforcing such contract are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Project Manager's obligations. Such enforcement rights shall include the termination and replacement of the Project Manager under its agreement for failure to comply with its obligations hereunder or thereunder. Any such replacement is subject to Approval of the Governance Committee. The Project Manager will be permitted to terminate the Project Manager Agreement only upon a Termination Event or in the event the Project Manager's continued performance thereunder is impracticable with the effect described in Section 8.04(d) hereof.

Section 5.07 Performance of the Fiscal Agent. The SPV will be responsible for enforcing the provisions of the Fiscal Agent Agreement, including the performance of the obligations set forth in Exhibit D-3; provided, however, that the SPV's resources for enforcing such contract are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Fiscal Agent's obligations. Such enforcement rights shall include the termination and replacement of the Fiscal Agent under its agreement for failure to comply with its obligations thereunder. Any such replacement is subject to Approval of the Governance Committee. The Fiscal Agent will be permitted to terminate the Fiscal Agent Agreement only upon a Termination Event or in the event Fiscal Agent's continued performance thereunder is impracticable, due, for example, to Fiscal Agent's inability to perform the requisite services in accordance with its budgeted fees due to changes in accounting rules. Such termination will have the effect described in Section 8.04(e) hereof.

Section 5.08 Reserved.

Section 5.09 Lender Consent. For purposes of this Contract, "**Lender Consent**" shall be determined by a vote of [75%] of the Lenders, based on dollars of funding committed; *provided, however*, that (i) if a Lender is in breach of its obligation to fund, the "funding committed" for such Lender, for the purpose of determining Lender Consent, shall be

deemed to be the amount of funding actually released as of the date such consent is being sought and (ii) if a Lender is not in breach but has transferred its future funding commitments to a third party (other than a transfer to an affiliate of the Lender and other than a transfer due to acquisition of the Lender by a third party), the “funding committed” for such Lender, for the purpose of determining Lender Consent, shall be deemed to be the amount of funding actually released as of the date such consent is being sought plus the amount, if any, such Lender shall be committed to fund in the future. The SPV, acting through the Project Manager, shall be responsible for notifying the Lenders regarding any matter for which Lender Consent is required under this Contract by providing the Lenders with a description of the matter submitted for Lender Consent. The Lenders shall provide written notice (including email notice) to the Project Manager of whether or not Lender Consent has been obtained regarding such matter as soon as possible, but in all events within ten (10) Business Days from the date of receipt of all information that the Lenders may reasonably request in order to provide such Lender Consent, which decision shall be made on behalf of and binding upon all Lenders.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE SPV

The SPV hereby represents and warrants to the City as of the date hereof and on the date of each disbursement pursuant to this Contract as follows:

Section 6.01 Organization, Good Standing, and Qualification. The SPV represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State, and has all requisite corporate power and authority to own, operate and lease its properties and assets, to carry on its business as currently conducted, to provide services in accordance with this Contract, and to enter into and perform its obligations under this Contract.

Section 6.02 Authorization; Enforceability. The SPV has all requisite power and authority to enter into, execute, and deliver this Contract and perform its obligations hereunder. The execution and delivery of this Contract and the performance hereunder have been duly authorized by all necessary corporate action on the part of the SPV, and no other proceedings or actions on the part of the SPV are necessary to authorize the execution and delivery of this Contract by the SPV. This Contract has been duly and validly executed and delivered by the SPV and constitutes the valid and binding obligation of the SPV, enforceable in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights generally, or (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 6.03 Non-Contravention. The execution and delivery of this Contract by the SPV does not, and the performance by the SPV of its obligations hereunder and the consummation of the transactions contemplated hereby shall not: (a) conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation under: (i) any provision of the articles of organization, operating agreement, or other applicable organizational documents of the SPV; (ii) any contract, lease, agreement, or

instrument by which the SPV is bound or to which the SPV's assets or properties are subject; or (iii) any law or governmental order applicable to or binding on the SPV or any of the SPV's assets and properties (except in each of (i), (ii), or (iii), where such conflict, violation, default, termination, cancellation, acceleration, or loss would not reasonably be expected to have a material adverse effect on the SPV or its ability to perform under this Contract).

Section 6.04 Governmental Consents. Except for the approval of this Contract by the Council, which shall be evidenced by the City's signature hereto, no consent, approval, authorization, license, governmental order or permit of, or declaration, filing or registration with, or notification to, any governmental authority is required to be made or obtained, and no consent or approval of any other person is required by the SPV in connection with the execution, delivery and performance of this Contract or the consummation of the transactions contemplated hereby.

Section 6.05 Compliance with Laws; Litigation.

(a) To the knowledge of the SPV, the SPV is in material compliance with all applicable laws, including, without limitation, laws that are applicable to its properties and assets, the conduct of its operations, and the performance of its services.

(b) There is no action of any nature pending or, to the knowledge of the SPV, threatened, relating to or affecting the SPV or any of its properties or assets, or that challenges or seeks to prevent, enjoin or delay the transactions contemplated in this Contract, nor, to the knowledge of the SPV, is there any reasonable basis therefor or any facts, threats, claims or allegations that would reasonably be expected to result in any such action.

(c) To the knowledge of the SPV, none of its current officers or directors has been convicted of, or pleaded guilty to, or entered a plea of no contest to any felony.

Section 6.06 Financial Statements.

(a) Prior to accepting any funds, the SPV will have in place systems and processes that are customary for a limited liability company formed under the laws of the State of Delaware, which may include entering into an agreement with a third party to provide such services to the SPV and that are designed to: (i) provide reasonable assurances regarding the reliability of its financial statements, and (ii) in a timely manner accumulate and communicate to the SPV's principal representatives the type of information that is required to be disclosed in its financial statements.

(b) Neither the SPV, nor, to the knowledge of the SPV, any of its affiliates, employees, if any, auditors, accountants or representatives has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of the accounting systems and processes described under Section 6.06(a) or the accuracy or integrity of its financial and accounting systems. To the knowledge of the SPV, no employee, if any, has provided or threatened to provide information to any governmental authority regarding the commission of any crime or the violation of any law applicable to the SPV or any part of its operations.

Section 6.07 Disclosure. None of the representations or warranties of the SPV contained herein, and none of the other information or documents furnished or to be furnished to the City or any of their representatives by the SPV on or prior to the Effective Date, contains any untrue statement of a material fact.

Section 6.08 Use of Proceeds. The SPV will use the amounts deposited in the SPV Operating Account in the manner specified in Article 3 and Exhibit C of this Contract.

Section 6.09 Covenants. The SPV hereby covenants from and after the Effective Date, as follows:

(a) Access to Information. The SPV's books and records shall be maintained at Enterprise's Columbia, Maryland office identified in Section 9.03. The SPV shall and shall cause its officers, employees, auditors, and agents to afford the officers, employees, and authorized agents and representatives of the City and Lenders reasonable access, during normal business hours and upon a minimum of five Business Days' notice, to its books and records directly related to this Contract. Furthermore, the SPV shall cause the Fiscal Agent to make its management, employees, officers, directors, accountants, and auditors available to City representatives as the City may from time-to-time reasonably request, during normal business hours and upon a minimum of five Business Days' notice; provided that if the SPV is not performing in accordance with this Contract, and such concerns have been raised by the Governance Committee, then the SPV will provide, or will cause the Fiscal Agent to provide, the access as described in this Section on one Business Days' notice.

(b) Confidentiality and Non-Disclosure. The SPV hereby agrees to be bound by any applicable confidentiality and non-disclosure terms and conditions of the City set forth in Section 9.21, and in accordance therewith, shall adhere to the requirements and protocols relating to the protection, use, and disclosure of data and information related to the Services and the Eligible Referrals, although the Parties do not anticipate that the SPV, the Project Manager, or the Fiscal Agent will receive personally identifiable information under this Contract.

(c) SPV Activities. The SPV's obligations under this Contract are limited to the express requirements of this Contract, and the SPV shall have no obligation to perform any other services or engage in any other activities not set forth herein.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF THE CITY

The City hereby represents and warrants to the SPV as of the date hereof and on the date of each disbursement pursuant to this Contract as follows:

Section 7.01 Authorization; Enforceability. The City represents and warrants that it has all requisite power and authority to enter into, execute and to deliver this Contract and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Contract, the performance of the obligations hereunder, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the City, and no other proceedings or actions on the part of the

City are necessary to authorize the execution and delivery of this Contract and the consummation of the transactions contemplated hereby. This Contract has been duly and validly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights generally, or (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 7.02 Non-Contravention. The execution and delivery of this Contract by the City does not, and the performance by the City of its obligations hereunder and the consummation of the transactions contemplated hereby shall not conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation or result in a loss of a benefit or an increase in a cost or liability under any provision of the charter or other applicable organization documents of the City.

Section 7.03 Covenants as to Housing to Health Social Impact Fund. The City covenants and agrees that the funds annually appropriated by the Council and deposited in the Housing to Health Social Impact Fund for the purposes identified in this Contract shall be encumbered each contract year, and the aggregate amount of funds appropriated to this Contract shall be encumbered before the completion of the Project Term for making Success Payments owing under this Contract in accordance with Article 4 and compensating the Independent Evaluator in accordance with the Independent Evaluator Agreement. The City agrees not to encumber such funds in favor of any other party or for any purpose other than the payment of Success Payments contemplated hereunder and amounts due to the Independent Evaluator under the Independent Evaluator Agreement.

ARTICLE 8

TERMINATION; REMEDIES

Section 8.01 Early Termination. This Contract may be terminated prior to the end of the Project Term under certain circumstances provided in Section 8.02, Section 8.03, Section 8.04, or Section 8.05 hereof (each, a "**Termination Event**"), subject to Lender Consent pursuant to Section 8.06 hereof.

Section 8.02 City Termination for Cause. The City may exercise its right to terminate this Contract for cause, by delivery of written notice to the SPV, under the following circumstances (each, a "**Termination Event**"), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Failure of the Grant Agreement. The City may, at its discretion, terminate the Agreement based on termination of the Grant Agreement or the failure of the Treasury to disburse expected funds under the Grant Agreement in accordance with Section 4.05(c).

(b) Failure of the SPV to Enforce Other Agreements. After receiving fifteen (15) days written notice from the City, the SPV, after expiration of all applicable notice and cure periods, fails to enforce the terms of a Service Agreement, the Project Manager Agreement, or

the Fiscal Agent Agreement (other than due to a breach by the City of this Contract) such that (i) an on-going event of default is continuing under any such agreements, and (ii) the SPV is not diligently exercising its contractual remedies to cure such default.

(c) Material Breach by the SPV. The SPV Materially Breaches (other than due to a breach by the City of this Contract) any of its obligations under this Contract other than those that give rise to an event described in paragraph (a) above, and fails to cure such breach within thirty (30) days following written notice from the City (provided that if such default by nature cannot reasonably be cured with due diligence within thirty (30) days, then the SPV shall continue to diligently pursue a cure within sixty (60) days of receiving notice).

Section 8.03 SPV Termination for Cause. The SPV may, but is not required to (except when required to pursuant to the Loan Agreement with the Lenders), terminate this Contract for cause, by delivery of written notice to the City, under the following circumstances (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Failure of City to Make Success Payments When Due. Provided that the SPV is not in Material Breach under this Contract and a Termination Event has not otherwise taken place, if the City fails to make any Success Payments required by this Contract in accordance with Section 4.02 and Section 4.03, the SPV shall provide notice to the City of such failure, and the City will have an additional thirty (30) days after the giving of such notice to make such payment. Unless the City has notified the SPV in writing that the SPV is in Material Breach under this Contract, the City’s continued failure to make such a payment after the additional thirty (30) day period is a Termination Event. If the City has provided the notice of default described in the prior sentence, and the SPV has not cured such default, then failure to make such a payment is not a Termination Event.

(b) Failure of the City to Enforce the Independent Evaluator Agreement. After receiving fifteen (15) days written notice from the SPV, after expiration of all applicable notice and cure periods, the City fails to enforce the terms of the Independent Evaluator Agreement such that (i) an on-going event of default is continuing under such agreement, and (ii) the City is not diligently exercising its contractual remedies to cure such default.

(c) Material Breach by the City. The City Materially Breaches any of its obligations under this Contract other than those that give rise to an event described in paragraph (a) or (b) above, and fails to cure such breach within thirty (30) days following written notice from the SPV (provided that if such default by nature cannot reasonably be cured with due diligence within thirty (30) days, then the City shall continue to diligently pursue a cure within sixty (60) days of receiving notice).

(d) Appropriations Failure. Provided that the SPV is not in Material Breach under this Contract and a Termination Event has not otherwise taken place, if (i) the City fails to appropriate monies for deposit into the Housing to Health Social Impact Fund for any Fiscal Year in the amount needed to maintain the fund balances described in Section 4.05(c) hereof by December 15th of the immediately preceding Fiscal Year, then the SPV may terminate this Contract; provided, however, that if the City notifies the SPV in writing on or before the fifth Business Day following December 15 that it intends to request that such amount be appropriated

by January 20 of the Fiscal Year in question, the SPV may not terminate this Contract unless the amount is not appropriated by such January 20. Such termination is made pursuant to and in accordance with the terms of this Contract, and any such appropriations failure shall not be considered to be a breach or default on the part of the City, and, except as otherwise set forth herein, shall not result in the City having liability to the SPV or any third party for any penalty, liability, or other expense.

(e) Failure Under the Loan Documents. A failure to fund or an “event of default” by any Lender under the terms of the Loan Documents, after the expiration of any applicable notice and cure provisions, including the failure of the Lenders to fund on behalf of any other Lender under the terms of the Loan Documents. The SPV shall determine, in its sole discretion, whether an event of default or any such failure to fund takes place under the Loan Documents.

Section 8.04 Termination by Either Party of the Contract. Either Party may, but is not required to, terminate this Contract by delivery of written notice to the other Party under the following circumstances (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Force Majeure. Upon the occurrence of any event which is outside the reasonable control of the Party concerned and is not attributable to any act or failure to take preventative action by that Party, including acts of God or any other disaster, natural or man-made, acts of terrorism or similar cause beyond the reasonable control of the Party affected thereby, fluctuations in market forces (including labor markets) and union strikes, and political developments which prevent the Parties’, Governance Committee’s or Independent Evaluator’s access to data or State or federal funding, or any event which prevents a Party from performing its material obligations under this Contract for a period in excess of three (3) months.

(b) Independent Evaluator Withdrawal or Termination. The voluntary withdrawal by the Independent Evaluator under the Independent Evaluator Agreement or the termination of the Independent Evaluator as a result of the Independent Evaluator’s uncured default under such agreement, and either (i) the City has not provided written notice to the SPV within fifteen (15) days after the voluntary withdrawal or termination of the Independent Evaluator that the City intends to seek a replacement independent evaluator, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Independent Evaluator, a replacement independent evaluator has not received the Approval of the Governance Committee.

(c) Service Provider Withdrawal or Termination. The voluntary withdrawal by one or both of the Service Providers under a Service Agreement or the termination of a Service Provider as a result of the Service Provider’s uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of a Service Provider that the SPV intends to seek a replacement service provider, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of a Service Provider, a replacement service provider has not received the Approval of the Governance Committee.

(d) Project Manager Withdrawal or Termination. The voluntary withdrawal by the Project Manager under the Project Management Agreement or the termination of the Project Manager as a result of the Project Manager's uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of the Project Manager that the SPV intends to seek a replacement project manager, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Project Manager, a replacement project manager has not received the Approval of the Governance Committee.

(e) Fiscal Agent Withdrawal or Termination. The voluntary withdrawal by the Fiscal Agent under the Fiscal Agent Agreement or the termination of the Fiscal Agent as a result of the Fiscal Agent's uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of the Fiscal Agent that the SPV intends to seek a replacement fiscal agent, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Fiscal Agent, a replacement fiscal agent has not received the Approval of the Governance Committee.

(f) Deficiency in Participant Referrals. There is a deficiency in Participant referrals in any month in accordance with the schedule set forth in Table B of the Evaluation Plan, "**Minimum Treatment Randomization Timeline**", and either (i) the Operating Committee has not proposed a plan of correction to remedy such deficiency within 30 Days after the end of such month, or (ii) such plan proposed by the Operating Committee has not received the Approval of the Governance Committee within 30 Days after the end of such month.

(g) Deficiency in Lease-Up of Housing Units. There is a deficiency in the lease-up of housing units in any Quarter in accordance with the schedule set forth in Exhibit G, "Unit Lease-Up Schedule", due to a lack of availability of vacant scattered site units and such lack of availability is not due to the Material Breach of the SPV or a default by any Service Provider under the Service Agreements, and either (i) the Operating Committee has not proposed a plan of correction to remedy such deficiency within 30 days after the end of such Quarter, or (ii) such plan proposed by the Operating Committee has not received the Approval of the Governance Committee within 30 days after the end of such Quarter.

(h) Reserved.

(i) Revocation of Housing Subsidies Previously Awarded. The revocation of all or any portion of the housing subsidies previously awarded or committed to the Project that cannot be replaced within thirty (30) days of any such revocation.

(j) Changes to Medicaid Payments. Any changes to (i) the Colorado Medicaid plan or (ii) the relationship between the Colorado Department of Health Care Policy and Financing and Colorado Access.

(k) Expansion of City programs that create overwhelming impact on Jail Days among the Target Population.

(l) Failure of the Independent Evaluator to perform its obligations under the Independent Evaluator Agreement.

(m) (i) A cumulative housing stability rate of less than 50% three years after the Project Start Date, as confirmed by the Independent Evaluator and (ii) the Independent Evaluator has not provided significant evidence that housing stability rates will increase. (For this purpose, “housing stability rate” is the percentage of Participants who are housed for 365 Days in Stable Housing).

(n) Net Federal Expenditures Reduction calculated on August 1, 2023 as described in the evaluation plan, that is less than [\$1,662,100].

Section 8.05 Automatic Termination Events of the Contract. This Contract shall terminate in the event that any of the following occur (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) SPV Bankruptcy. The SPV files a petition in bankruptcy or insolvency.

(b) Mutual Consent. The City and the SPV mutually consent in writing to terminate this Contract.

(c) Failure to Satisfy Project Launch Conditions. The Parties do not agree in writing that the Project Launch Conditions have been satisfied on or before October 1, 2020.

Section 8.06 Effect of Termination of the Contract.

(a) If a Termination Event occurs that permits the SPV to terminate this Contract at the SPV’s option or with the agreement of the City, the SPV shall notify the Lenders of such Termination Event and whether or not the SPV desires to terminate this Contract. The SPV shall not terminate this Contract without Lender Consent. If the SPV has notified the Lenders that the SPV desires to terminate this Contract at its option or with the agreement of the City, as applicable, and Lender Consent is not obtained within ten Business days after Lenders receive such notice of the Termination Event, the SPV may, by notice to the Lenders and the City, withdraw from the Project (an “SPV Elective Withdrawal”), effective 90 days after the delivery of the notice (or on such earlier date as the Lenders may approve by Lender Consent).

(b) The Lenders shall have a period of 60 days following the SPV’s delivery of notice of an SPV Elective Withdrawal, to propose a workout by which the Project may continue either by replacing the SPV as a party to this Contract or by transferring the member interests in the SPV to one or more third parties.

(c) If the City consents to the proposed workout (which consent shall not be unreasonably withheld) and, in the case of a proposed workout in which the member interests in the SPV will be transferred to one or more third parties, the SPV consents to the transfer of the member interests, the City, the SPV and the Lenders shall work in good faith to implement the workout and the SPV shall provide such assistance as shall be reasonably requested, including without limitation:

(i) Preserving all records relating to the Project and, upon the request of the Lenders, turning such records over to such successor(s) as may be reasonably requested.

- (ii) Making personnel of the SPV available to such successor(s) as may be reasonably requested, at such times and with such frequency as may be reasonably requested.
- (iii) Turnover of all remaining funds, and an accounting of all previously-expended funds.

(d) In connection with any such workout, the successor to the SPV or the transferees of the member interests shall assume all obligations of the SPV or the transferors of the member interests arising on and after the effective date of the substitution or transfer of interests (but not those arising before the effective date) and shall enter into an assignment agreement with the SPV or the transferors, in form and substance satisfactory to the SPV or the transferors, in which the successor or transferees assume the obligations and succeed to the rights of the SPV or the transferors and hold the SPV or the transferors harmless against any obligations with respect to the Project that accrue after the effective date of the substitution or transfer. No pre-transition Event of Default shall be attributed to the successor or transferees, but the City may condition the transition on specific actions that the successor or transferees must take in connection with any uncured pre-transition Event of Default.

(e) If a Termination Event occurs that permits the City to terminate this Contract at the City's option, the City shall provide notice of such Termination Event to the Lenders, and the Lenders shall have 60 days from the date they receive such notice to propose a workout by which the Project may continue either by replacing the SPV as a party to the PFS Contract or by transferring the member interests in the SPV to one or more third parties pursuant to the term of Section 8.06(c) and (d).

(f) Notwithstanding any other provision of this Contract, if the City does not agree to a workout proposed by the Lenders, the observation period for computing Success Payments of the City under this Contract shall end on the effective date of the Termination Event or if Housing Stability Success Payments include the three-month wind down period after termination as described in Section 4.08(b), the last day of such wind-down period.

(g) If a Termination Event occurs that permits the SPV to terminate this Contract, the Lenders shall have the right, pursuant to the Loan Agreement, to direct the SPV to terminate this Contract.

(h) Upon a Termination Event that results in termination of this Contract, the Parties shall cooperate in winding down the activities contemplated under this Contract. All funds in the SPV Operating Account (excluding funds to be used for Early Housing Stability Success Payments and Early Jail Day Reductions Success Payments due to Lenders) shall be applied to make the following payments in the following order of priority. In the event there are insufficient funds in the SPV Operating Account to pay all amounts required below, the SPV shall disburse the existing funds pro rata among the payees owed in each priority level, based on the amounts otherwise payable to each payee in each level:

1. First, all amounts necessary, in accordance with the Project Budget, to deliver services for the three months immediately following termination of this

Contract shall be paid to the Service Providers (taking into account amounts already disbursed prior to termination of the Contract).

2. Second, all payments scheduled in the Project Budget to have been paid to the Project Manager, the Fiscal Agent, or other third parties in connection with the Project, up to the date of termination of this Contract, shall be paid.

3. Third, all payments for services essential to complete the wind-down of the Project, in accordance with the Project Budget and as approved with Lender Consent, shall be paid to the Project Manager, the Fiscal Agent or other third parties in connection with the Project.

4. Finally, any cash remaining in the SPV Operating Account after satisfaction of subsections (1), (2) and (3), above, shall be paid to the Lenders pro rata based upon the amounts funded by each Lender.

(i) All Early Housing Stability Success Payments owed in accordance with Section 4.07 of this Contract shall be paid to the Housing Stability Lenders pursuant to the Loan Agreement, and all Early Jail Day Reductions Success Payments owed in accordance with Section 4.08 of this Contract shall be paid to Jail Day Reductions Lenders pursuant to the Loan Agreement. To the extent that Net Federal Expenditures Reduction Success Payments are owed, those payments are limited to funds given to the City from the Treasury under the Grant Agreement and appropriated for such purpose.

(j) Except as otherwise set forth in Sections 9.09 and 9.19, after such time the SPV disburses all funds from the SPV Operating Account, the Contract shall be of no further force and effect, and the Parties shall have no liability in connection therewith.

Section 8.07 Enforcement of Rights. In the event the SPV misappropriates funds hereunder or commits fraud with respect to the handling of funds in its custody, the City may proceed to protect its rights hereunder and may exercise any other right or remedy upon such default as may be granted under any other applicable provisions of law. The City's sole remedy against the SPV under this Contract, in the absence of a misappropriation of funds or the SPV's commission of fraud, is to terminate this Contract. Notwithstanding anything in this Contract to the contrary, the City shall not have recourse to any assets of the SPV outside of the SPV Operating Account except to the extent of misappropriation of funds or fraud in handling the funds entrusted to its custody.

Section 8.08 Limited Recourse of the City Against the SPV. Notwithstanding anything in this Contract to the contrary, the SPV shall be liable under this Contract solely for the SPV's misappropriation of funds under this Contract or commission of fraud with respect to the handling of funds in its custody. The SPV may rely on the genuineness of all signatures on all documents delivered to the SPV. The SPV's obligations under this Contract do not benefit from any recourse whatsoever to any member, manager, director, or officer of the SPV. Absent a misappropriation of funds or commission of fraud by the SPV, the City shall have access only to the funds within the SPV Operating Account, subject to the rights and claims of third parties. The City's sole remedy against the SPV under this Contract, in the absence of a misappropriation

of funds or the SPV's commission of fraud in the handling of funds in its custody, is to terminate this Contract in accordance with Section 8.02 hereof. In the event the SPV is found to have misappropriated funds under this Contract, the SPV's monetary liability shall be limited to the amount that is determined to have been so misappropriated. The SPV will be obligated to repay any such misappropriated funds.

Section 8.09 Cure. For purposes of this Article 8 and this Contract generally, "cure" means, with respect to a particular set of facts and circumstances constituting a Termination Event, that a Party has taken actions such that there is no longer a Termination Event, including by implementing or modifying appropriate procedures.

Section 8.10 No Obligation to Compel. Notwithstanding anything in this Contract to the contrary, neither the SPV nor the City shall have an obligation under this Contract to compel compliance by the other Party on behalf of any other party, including, without limitation, any Lender, nor shall the SPV or the City have any obligation to file any suit in equity or at law on behalf of any other party.

ARTICLE 9

AMENDMENT; MISCELLANEOUS

Section 9.01 Amendment. This Contract may be amended by the Parties for any reason in writing, including, but not limited to substitution of one or more of the exhibits hereto, or to extend the term of this Contract with Lender Consent.

Section 9.02 Successors and Assigns. The SPV shall not assign its rights, duties and obligations under this Contract, except to the Lenders if an Event of Default has occurred pursuant to a collateral assignment of contract and contract rights from SPV to the Lenders, without the consent of the City and Lender Consent. The rights and obligations of the SPV shall inure to and be binding upon its respective successors and assigns.

Section 9.03 Notices. Any request, authorization, direction, notice, consent, waiver or other document provided by this Contract shall be in writing and shall be deemed sufficiently given, except as otherwise provided in this Contract, when emailed, mailed by registered or certified mail, postage prepaid, sent by reputable overnight courier, subject to recognition or delivered during business hours to the addresses as follows.

To the City at:

Department of Finance
City and County of Denver
201 W. Colfax Avenue, Dept. 1010
Denver, CO 80202
Attention: Chief Financial Officer
Email: Brendan.Hanlon@denvergov.org

With a copy to:

City Attorney
City and County of Denver
1437 Bannock St., Room 353
Denver, CO 80202

Email: jennifer.welborn@denvergov.org

To SPV at:

c/o CSH
61 Broadway, Suite 2300
New York, NY 10006
Attention: Chief Financial Officer
Email: david.provost@csh.org

With a copy to:

CSH
61 Broadway, Suite 2300
New York, NY 10006
Attention: Ryan Moser, Vice President
Strategy and Impact
Email: ryan.moser@csh.org

And to:

CSH
110 16th Street, Suite 760
Denver, CO 80203
Attention: Annie Bacci, Associate Director, Mountain West
Email: annie.bacci@csh.org

With a copy to:

Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: Mary Jo Barranco, Vice President
Email: mbarranco@enterprisecommunity.org

And to:

Enterprise Community Partners, Inc.
110 16th Street, Suite 760
Denver, CO 80202
Attention: Melinda Pollack, Vice President & Jennie
Rodgers, Vice President
Email: mpollack@enterprisecommunity.org &
jroddgers@enterprisecommunity.org

And to:

Enterprise Community Partners, Inc.
One Whitehall Street, 11th Floor
New York, NY 10004
Attention: Gail Bayarin, Senior Attorney
Email: gbayarin@enterprisecommunity.org

As to all of the foregoing, to such other address as the addressee shall have given in writing to the one giving notice. Notice hereunder may be waived prospectively or retroactively by the Person entitled to the notice, but no waiver shall affect any notice requirement as to other Persons.

Section 9.04 Agreement Not for the Benefit of Other Parties.

(a) Except as set forth in clause (b) of this Section 9.04, this Contract is not intended for the benefit of and shall not be construed to create rights in parties other than the City and the SPV.

(b) The City acknowledges that the SPV may collaterally assign its right under this Contract to the Lenders in accordance with a collateral assignment that may be executed subsequent to the date hereinabove (together with their successors and assigns, the “Assignees”) as collateral for the obligations of the SPV to the Assignees, and the City hereby consents to such collateral assignment. Each Assignee shall be a third-party beneficiary of the payment provisions of this Contract and shall be entitled to enforce the payment provisions hereof.

Section 9.05 Severability. In case any provision of this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the allocation of benefits and burdens under this Contract shall not thereby be materially altered.

Section 9.06 Counterparts. This Contract may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

Section 9.07 Captions. The captions and table of contents of this Contract are for convenience only and shall not affect the construction hereof.

Section 9.08 Governing Law. All issues concerning this Contract shall be governed by and construed in accordance with the laws of the State without giving effect to any choice of law or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State.

Section 9.09 Indemnification.

(a) The SPV agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all third party liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, or resulting from the SPV’s actions in connection with this Contract or the SPV’s Material Breach (“**Claims**”), except to the extent such Claims arise out of the negligence or willful misconduct of the City.

(b) The SPV’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City. The City shall provide notice of such Claim to the SPV.

(c) The SPV shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such

payments on behalf of the City will be in addition to any other legal remedies available to the City and will not be the City's exclusive remedy.

(d) Insurance coverage requirements specified in this Contract in no way lessen or limit the liability of the SPV under the terms of this indemnification obligation. The SPV is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection. To the extent practicable, the Parties will seek recourse through insurance proceeds.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

(f) Notwithstanding anything in this Contract to the contrary, the SPV's liability under this Section 9.09 is limited to the SPV's assets, except to the extent the SPV misappropriates funds under this Contract, in which case the SPV's monetary liability shall be limited to the amount that is determined to have been so misappropriated.

Section 9.10 Extension. Any extensions of this Contract must be approved by the Parties, with Lender Consent.

Section 9.11 Merger; Entire Agreement. The Parties understand and agree that their entire agreement is contained herein and, in the documents, exhibits, schedules and plans referenced herein, attached hereto or entered into pursuant hereto. It is further understood and agreed that all prior understandings and agreements heretofore had between the Parties are merged in this Contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither Party relying on any statement or representation not explicitly set forth in this Contract.

Section 9.12 Conflicts. In the event any provision of this Contract conflicts with a right or obligation of the City or the SPV, as applicable, in any other related agreement (i.e. the Independent Evaluator Agreement, the Service Agreements, the Fiscal Agent Agreement, the Project Manager Agreement, or the Loan Documents), this Contract shall control the rights and obligations as between the City and the SPV.

Section 9.13 Insurance. The SPV, on behalf of the Project Manager and the Fiscal Agent, shall, no later than the Effective Date, procure, maintain, and pay premiums for the following forms of insurance:

(a) General Conditions. The SPV agrees to secure, at or before the Effective Date when its obligations under this Section 9.13 shall commence, the following insurance covering all operations, goods or services provided pursuant to this Contract. The SPV shall keep the required insurance coverage in force at all times during the term of the Contract, or any extension thereof, during any warranty period, and for three (3) years after termination of the Contract. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such

written notice shall be sent to the parties identified in the Notices section of this Contract. Such notice shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the SPV shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in Section 9.03 of this Contract by overnight courier or certified mail, return receipt requested within five (5) Business Days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the SPV. The SPV shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contract are the minimum requirements, and these requirements do not lessen or limit the liability of the SPV. The SPV shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.

(b) Proof of Insurance. The SPV shall provide a copy of this Contract to its insurance agent or broker. The SPV may not commence services or work relating to the Contract prior to placement of coverages required under this Contract. The SPV certifies that upon the Effective Date, it will furnish the City with a certificate of insurance, preferably an ACORD certificate that complies with all insurance requirements of this Contract. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contract shall not act as a waiver of SPV's breach of this Contract or of any of the City's rights or remedies under this Contract. The City's Risk Management Office may require additional proof of the insurance required by this Contract, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Auto Liability Professional Liability, and Excess Liability/Umbrella (if required) the SPV and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation. For all coverages required under this Contract, the SPV's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the SPV. The SPV shall ensure that all such subcontractors and subconsultants maintain the required coverages. The SPV agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers Compensation.

(i) SPV hereby makes the material warranties listed below in subparagraph (a) on which the City relies in conditionally waiving the workers' compensation/employer's liability insurance. This

rejection of coverage must remain effective throughout the Project Term. Should the rejection of coverage no longer be in effect, SPV shall immediately notify the City. Further, upon the effective date of the rejection, SPV shall provide the city with proof of workers' compensation/employer's liability insurance. Before commencing services under the Agreement, SPV shall provide the City with documentation that rejection was effected in accordance with § 8-41-202(1), C.R.S. Based on the following warranties and upon receipt of documentation of rejection in accordance with the law, the City conditionally waives the requirement that SPV obtain workers' compensation/employer's liability insurance.

(ii) SPV does not have any employees and will not employ any persons to perform services under the Agreement. SPV's sole members are Enterprise Community Partners, Inc. and Corporation for Supportive Housing. Should any other persons become members, such persons may not perform services under the Agreement. In its capacity as Project Manager, Corporation for Supportive Housing effected rejection of coverages in accordance with § 8-41-202, C.R.S.

(iii) Subject to the conditional waiver above, SPV shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. SPV warrants that none of the SPV's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect a rejection thereof during the Project Term and that any rejections previously effected have been revoked as of the date SPV executes the Agreement.

(g) Commercial General Liability. The SPV shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Business Automobile Liability. The SPV shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract.

(i) Professional Liability (Errors & Omissions). The SPV shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions.

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Contract is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) The SPV shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the SPV will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Section 9.14 Examination of Records. 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 any pertinent books, documents, papers and records of the SPV, involving transactions related to the Contract until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations.

Section 9.15 No Authority To Bind City to Contracts. The SPV lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

Section 9.16 No Discrimination In Employment. In connection with the performance of work under the Contract, the SPV may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The SPV shall insert the foregoing provision in all subcontracts.

Section 9.17 City Execution of Contract. The Contract 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.

Section 9.18 No Employment of Illegal Aliens to Perform Work Under The Contract.

(a) This Contract 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 SPV certifies that:

- (i) At the time of its execution of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract.
- (ii) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(c) The SPV also agrees and represents that:

- (i) It shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- (ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the SPV that it shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- (iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract, through participation in the E-Verify Program.
- (iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Contract, 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.
- (v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The SPV 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (vi) It will comply with any 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.

(d) The SPV is liable for any violations as provided in the Certification Ordinance. If the SPV violates any provision of this section or the Certification Ordinance, the City may terminate this Contract for a breach of the Contract. If the Contract is so terminated, the SPV shall be liable for actual damages to the City. Any such 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 SPV from submitting bids or proposals for future contracts with the City.

Section 9.19 Confidential Information.

(a) City Information.

(i) The SPV acknowledges and accepts that, in performance of all work under the terms of this Contract, the SPV may have access to Data that may be owned or controlled by the City. The SPV agrees that all Data provided or otherwise disclosed by the City to SPV shall be held in confidence and used only in the performance of its obligations under this Contract. The SPV shall exercise the same standard of care to protect such Data as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Data" shall mean any materials or information provided or made available to the SPV by the City; provided, however, that Data shall not include materials or information that (i) was already in the SPV's possession prior to receipt from the City, (ii) is or becomes publicly available other than as a result of a disclosure by the SPV or its representatives in violation of this Contract, (iii) is or becomes available to the SPV on a non-confidential basis from a source (other than the City or its representatives) which, to the best of the SPV's knowledge after due inquiry, is not prohibited from disclosing such information to the SPV by a legal, contractual or fiduciary obligation to the City, (iv) is independently developed by the SPV or its representatives without reference to or use of other elements of the information, or (v) is generally made available by the City to third parties without restriction. Such Data may be in hardcopy, printed, digital or electronic format.

(ii) In the event that SPV or any of its representatives is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process) to disclose any Data (collectively, the "Requested Disclosure"), it is agreed that SPV will provide the City with prompt

notice of the Requested Disclosure, if SPV's counsel determines that such notice is permitted by law, so that the City may seek an appropriate protective order or waive compliance with the provisions of this letter agreement. Failing the entry of a protective order or the receipt of a waiver hereunder prior to any deadline imposed on SPV or its representative(s) in order to comply with a Requested Disclosure, SPV may make the Requested Disclosure as requested or required. In any event, SPV will not oppose action by the City to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Data. Notwithstanding the limitations in this paragraph, in the event that access to or delivery of Data is requested or required of SPV by any governmental regulatory, self-regulatory or supervisory authority having appropriate jurisdiction in connection with any investigation or audit or information-seeking exercise, the SPV will give to the City, to the extent practicable and if lawfully permitted to do so, prompt written notice of such request or requirement, but may comply with such request or requirement.

(b) Employees and Subcontractors. The SPV will inform its employees and officers of the obligations under this Contract, and all requirements and obligations of the SPV under this Contract shall survive the expiration or earlier termination of this Contract. The SPV shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Contract.

Section 9.20 Advertising and Public Disclosure. The SPV and the City agree to use reasonable best efforts to coordinate and inform each other of publicity efforts and expect to develop a publicity protocol to be followed by all parties involved in the Project.

Section 9.21 Compliance With All Laws. The SPV shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

Section 9.22 No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Contract, and the Contract will not be construed against any party merely because any provisions of the Contract were prepared by a particular Party.

Section 9.23 Electronic Signatures and Electronic Records. The SPV consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature under the Contract, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 9.24 Reserved.

Section 9.25 Reserved.

[Signatures on the Following Page]

DRAFT

The Northern Trust Company
50 South La Salle
Street Chicago,
Illinois 60603
(312) 444-4031 *Direct*



Northern Trust

Deborah L. Kasemeyer
Senior Vice President
dlk@ntrs.com

Ladies and Gentlemen:

As a current lead investor in the Denver Social Impact Bond with a focus on chronically homeless adults, The Northern Trust Company is pleased to submit this letter of intent to The City and County of Denver ("the City") to support the City and County of Denver's application for SIPPR funding for intervention efforts that include an emphasis on chronically homeless adults who are extremely high utilizers of health care services paid by Medicaid and Medicare (the "Project").

The Northern Trust Company intends to fund a loan to fund supportive housing and services for homeless individuals in the City and County of Denver in connection with the Denver Housing to Health Pay for Success financing transaction. The funding of the Loan is subject to final documentation and due diligence being satisfactory to the Northern Trust Company and its respective counsel, as determined by The Northern Trust Company in its sole discretion. This letter does not create any legal rights or obligations on the part of the The Northern Trust Company to fund the Loan.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Kasemeyer".

Deborah Kasemeyer
Senior Vice President
Managing Director Community Development & Investments
Northern Trust
50 South LaSalle
Chicago, IL 60603



May 20, 2019

Re: Letter of Interest for the City and County of Denver SIPPRA Application

To: United States Department of the Treasury, Office of Economic Policy

The Community Outcomes Fund at Maycomb Capital is pleased to submit this letter of interest to provide financing to fund the expansion of supportive housing to break the cycle of jail, detox, and emergency medical visits among chronically homeless adults in Denver, CO. We are familiar with the City's 2016 Supportive Housing Social Impact Bond and the positive outcomes achieved for service recipients. We believe that the City and County of Denver are well-positioned to build on this success to provide recipients a path towards housing stability and improved health.

The Community Outcomes Fund at Maycomb Capital invests in outcomes financing projects—also known as social impact bonds or pay-for-success—to finance the expansion of high-quality social services for low-income individuals and families. These next generation public-private partnerships direct resources to solving local challenges and link spending to achieving social outcomes. At Maycomb Capital, we know that the world's problems demand patience, creativity, and an appreciation for complexity. We drive capital toward effective solutions for underserved communities, using data and rigorous analysis to guide our decisions. The Community Outcomes Fund brings to this project the support of its anchor investors, including Prudential Financial, the Ballmer Group, and the Kresge Foundation.

The Community Outcomes Fund would be delighted to work with the City and County of Denver, CCH, MHCD, CSH, Enterprise Community Partners, the Urban Institute, and community providers to expand this vital supportive housing intervention. We understand the comprehensive services and Assertive Community Treatment (ACT) evidence-based program and believe CCH and MHCD will be able to build on their experience successfully housing chronically homeless adults and reducing costly criminal justice and health care interventions.

This letter is not a binding commitment of Maycomb Capital to provide financing. Any financing will be based on market conditions at the time of closing and will be subject to investment committee and any necessary regulatory approvals. In addition, any financing will be conditioned upon completion of underwriting, due diligence, and definitive legal documentation. This letter is being provided solely as support for Denver's grant application under the Social Impact Partnerships to Pay for Results Act (SIPPRA) and neither its terms nor substance should be disclosed in connection with any other matter.

We are excited about the prospect to provide capital to high impact social service programs and look forward to hearing the outcome of the SIPPRA grant application process.

Sincerely,

Andrea Phillips
Co-founder and Managing Partner
Maycomb Capital
The Community Outcomes Fund



COLORADO

**Department of Health Care
Policy & Financing**

Department of Health Care Policy and Financing
1570 Grant Street
Denver, CO 80203

May 14, 2019

Brendan Hanlon
Chief Financial Officer
City and County of Denver
Department 1010
201 W Colfax Ave.
Denver, CO 80202

Dear Mr. Hanlon:

On behalf of the Colorado Department of Health Care Policy & Financing (the Department), I enthusiastically support the City and County of Denver's proposal for funding under the Social Impact to Partnerships to Pay for Results Act, Funding Opportunity Number UST-SIPPRA-2019-001, to assist chronically homeless adults who are high utilizers of health care services in transitioning to permanent supportive housing (the "Initiative"), and in the process deliver appropriate, consistent and preventive care which will improve health, provide an improved quality of life, and lower health care costs for Medicaid and Medicare participants.

As the single state Medicaid agency for Colorado, the Department oversees and operates Health First Colorado (Colorado's Medicaid program), Child Health Plan Plus (CHP+) and other public health care programs for Coloradans who qualify. Our mission is to improve health care access and outcomes for the people we serve while demonstrating sound stewardship of financial resources.

Additionally, Governor Polis has made access and affordability of health care a priority. The Initiative is closely aligned with our mission and our values. Therefore, we support the effort, and will explore the most useful ways to partner on the Initiative should Denver's SIPPRA proposal be successful. This may include analytical assistance, and access to appropriate data through our Data Request Review Board process.

Our mission is to improve health care access and outcomes for the people we serve while demonstrating sound stewardship of financial resources.
www.colorado.gov/hcpf



It is our hope that the U.S. Department of Treasury will look favorably on this application which will allow Colorado to make significant progress in better serving – with higher quality of care and lower costs -- this population that has such great needs.

For questions, please contact Chris Underwood, Health Information Office Director, at chris.underwood@state.co.us or Sally Langston, acting Data Section Manager, at sally.langston@state.co.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'KB', with a stylized flourish extending from the end.

Kim Bimestefer, MBA
Executive Director





**GARY
COMMUNITY
INVESTMENTS**

Working together
for Colorado's children

May 17, 2019

Dear Sir/Madam,

On behalf of GCI, I write to lend our strong support for the City and County of Denver's SIPPRA proposal to recover Medicaid/Medicare health care savings derived from providing permanent supportive housing for chronically homeless adults who are health care super-utilizers.

As background, GCI was an investor in Denver's first Social Impact Bond that is serving 250 homeless adults who were high utilizers of criminal justice system resources (~14,000 jail days a year). The project has been an enormous success for several reasons including:

1. Outstanding service providers – Mental Health Centers of Denver and Colorado Coalition for the Homeless
2. Highly effective governance committee
3. An active and supportive investor team and City/County partner
4. A very strong evaluation team – Urban Institute

This has resulted in the 250 clients housed and receiving support services, two years of positive outcomes research showing high levels housing stability, and the first two repayments to investors.

Looking to the future, we are very supportive of the City's vision to grow this program with an additional focus on high utilizers of health care services. The core team which has been so successful is further strengthened by the addition of Denver Health and Hospitals and the Colorado Department of Health Care Policy and Financing. With your financial support, we are confident that clients will be well served, costs will be reduced, and our knowledge of best evidence based practices will be expanded which can then be applied locally and nationally.

For these reasons, we send our strongest recommendation in hopes that you will approve this SIPPRA proposal. Please do not hesitate to call should you have any questions or would like additional information about our experience.

Sincerely,

Bruce Hoyt
Senior Vice President,
Philanthropic and Impact Investing



May 15, 2019

Brendan Hanlon, Chief Financial Officer
City and County of Denver
201 W. Colfax Room 10
Denver, CO 80202

Re: Application for the Social Impact of Partnerships to Pay for Results Act (SIPRR)

Dear Mr. Hanlon,

Denver Health is pleased to offer its enthusiastic support for Denver's application to the Social Impact of Partnerships to Pay for Results Act (SIPRR). Denver Health was founded as City Hospital in 1860 to serve the health care needs of the rapidly developing city of Denver. Since then, we have grown alongside the community to become an integrated health care system, proudly providing care for all residents— at every point in their lives. Denver Health provides comprehensive care to Denver residents, including through the Emergency Medical System, acute care hospital (Denver Health Medical Center), community health centers and school-based health centers, specialty care clinics, the Denver County Jail medical facility, and a broad range of behavioral health services.

Denver Health provides services to many vulnerable persons experiencing homelessness in both acute care and community settings. In 2018, 4242 persons experiencing homelessness were seen in our Emergency Department and 1694 were admitted to Denver Health Medical Center. Patients experiencing homelessness have longer hospital lengths of stay, and are much more likely to be readmitted after hospital discharge. Of the nearly 2700 persons with frequent use of the Denver County correctional system, 81% had been seen in the Denver Health system. Accordingly, improving the care of persons experiencing homelessness is a key strategic priority of Denver Health, and we work closely with City government programs, the Mental Health Center of Denver and the Colorado Coalition for the Homeless to do so.

Supportive housing is a promising intervention to both improve health outcomes and decrease the total cost of care for persons experiencing homelessness. Therefore, Denver Health strongly supports the City's SIPRR application to perform a rigorous evaluation of supportive housing for persons who are high-utilizers of both health care services *and* the County correctional system. We will help refine the criteria used to identify persons for this program, help identify and refer persons who meet the eligibility criteria, and subsequently provide data and expertise for the analysis of the outcomes of the program. We are optimistic that this study will help identify effective interventions for some of our community's most vulnerable residents.

Sincerely,

Robin D. Wittenstein, Ed.D., FACHE
Chief Executive Officer



THE DENVER FOUNDATION

May 9, 2019

Ladies and Gentlemen:

The Denver Foundation is pleased to submit this letter of intent to The City and County of Denver ("the City") to support the City and County of Denver's application for SIPBRA funding for intervention efforts that include an emphasis on chronically homeless adults who are extremely high utilizers of health care services paid by Medicaid and Medicare (the "Project").

The Denver Foundation intends to fund a loan for supportive housing and services for homeless individuals in the City and County of Denver in connection with the Denver Housing to Health Pay for Success financing transaction. The funding of the Loan is subject to final documentation and due diligence being satisfactory to The Denver Foundation and its respective counsel, as determined by The Denver Foundation in its sole discretion. This letter does not create any legal rights or obligations on the part of The Denver Foundation to fund the Loan.

Sincerely,

Dace West
Vice President of Community Impact



The Colorado
Health Foundation™

1780 Pennsylvania St. • Denver, CO 80203 • phone: 303-953-3600 • fax: 303-322-4576

www.coloradohealth.org

May 17, 2019

Ladies and Gentleman,

As the largest health-focused foundation in the state, the Colorado Health Foundation is pleased to send this letter of support for the City and County of Denver's SIPPRA application to provide permanent supportive housing to chronically homeless adults – the Housing to Health initiative.

As one of the larger investors in Denver's first Social Impact Bond that provided housing and health supports for 250 homeless adults, we have watched the effort carefully, and are very impressed with the results. From both a financial and a humanistic perspective this effort has been highly successful.

Finally, we applaud Denver for prioritizing health care high utilizers in this new effort. We see this as a very constructive next step in both developing a new source of capital to support this vulnerable population, and in building out the evidence base of best practices for use in Denver and across the state.

We look forward to exploring alignment with our funding priorities should the application be approved.

Sincerely,

Amy Latham
Vice President, Philanthropy



Annex C to Schedule 1: Independent Evaluator Agreement

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) with offices located at 1437 Bannock Street, Denver, Colorado 80202 and **THE URBAN INSTITUTE (the Consultant)**, a nonprofit corporation, incorporated under the laws of Delaware with its business address located at 2100 M Street NW, Washington, DC 20037, jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the City’s Chief Financial Officer, (“CFO”) or, the CFO’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the CFO directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, and **Exhibit C**, the Evaluation Design, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on September 1, 2015 and will expire on August 31, 2021(the “Term”).

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 Nine Hundred Thirty-Seven Thousand and Five Hundred Dollars (\$937,500.00) for fees. Amounts billed may not exceed the rates and budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the rates and budget in Exhibit B.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Nine Hundred Thirty-Seven Thousand and Five Hundred Dollars (\$937,500.00) (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**. 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.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty(30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the CFO.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-

rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, with the exception of confidential information regarding any participant in the Pay For Success initiative described in Exhibit A hereto (a "Participant"), the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. In the event that Consultant's role as the independent evaluator is terminated, and a new independent evaluator is selected by the City, new data sharing agreements must be negotiated between the new independent evaluator and each of the agencies from which confidential information regarding any Participant was collected before Consultant can turn over any confidential data to the new independent evaluator. Upon demonstration of signed data sharing agreements, Consultant will provide all Participant data to the new independent evaluator.

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice

any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s

contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability (Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the CFO's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The CFO has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract

for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

CFO or Designee
201 West Colfax Avenue
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: Lorraine C. Washington, Senior Contracts Administrator, Office of Grants, Contracts, Purchasing and Pricing, The Urban Institute, 2100 M Street, NW, Washington, D.C. 20037. Phone: (202) 261-5713, Fax: (202) 728-0231 and email: LWashington@urban.org.

Financial Matters: Walker Grossell, Accounting Manager, Accounting, The Urban Institute, 2100 M Street, NW, Washington, DC 20037. Phone: (202) 261-5815, Email: WGrossell@urban.org.

19. NO EMPLOYMENT OF ILLEGAL ALIENS 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 an illegal alien who will perform work under this Agreement.

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

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall 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 an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such 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 Consultant from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CFO as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, , products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively,

“Materials”), shall belong to the City. The Consultant shall disclose all such items to the City unless the CFO directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

a. Data Ownership: Consultant will have full ownership of all data Consultant collects under this agreement. Consultant is bound by IRB-approved standards of confidentiality and will not be able to turn over raw data to the City, SPV, investors, or any other stakeholders. In the event any of these entities requests an audit of the data to verify the outcomes reported by Consultant, the requesting entity may select and fully pay for a qualified independent researcher to travel to the Consultant’s work site and conduct an audit of the data needed to verify the outcomes tied to the success payments. The qualified independent research must sign the confidentiality pledge signed by all on the Consultant’s research team and operate under the same IRB standards of confidentiality as the Consultant’s research team. The qualified independent researcher would only have access to the data outlined in the table below for the purposes of verifying the outcomes tied to the success payments:

Data Source	Measures
MHCD/CCH Program Data	<ul style="list-style-type: none"> - Unique research ID - Random assignment date - Client housing screen outcome and date - Client agreement to housing and date - Voucher application outcome and date - Voucher issuance date - Voucher denial date - Voucher denial reason - Lease-up date - Voucher loss reason and date

Denver Sheriff	<ul style="list-style-type: none"> - Unique Research ID - Jail Entry Date - Jail Exit Date - Facility
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In the event the Consultant's role as the independent evaluator is terminated, and a new independent evaluator is selected, new data sharing agreements must be negotiated between the new independent evaluator, the City, and each of the agencies from which data was collected before Consultant can turn over any data to the new independent evaluator. During this time, the Consultant shall maintain all data in a secure manner and shall provide all reasonable accommodations to the City and the new independent evaluator. It will be incumbent on the new independent evaluator to ensure any necessary confidentiality and data security protocols are in place such that new data sharing agreements can be signed with the City and each administrative data agency that allow Consultant to turn over any data already collected to the new independent evaluator.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the CFO. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the CFO in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. **DATA SHARING AGREEMENT WITH THE “CITY”**

a. **City of Denver Responsibilities:**

(1) The Denver Police Department (DPD) will:

- A. Create a list of eligible individuals according to the eligibility requirements outlined in the Research Design and send a de-identified list with PINs to the Urban Institute.
- B. Update the eligibility list every 6 months in March and September
- C. Provide daily reports to the Consultant of all individuals from the eligibility list who have a police contact or arrest and are flagged as transient
- D. Provide annual client-level data outlined in the table below by sending de-identified data with the unique research ID (PIN) attached, to the Consultant.

Administrative Data from DPD	
Outcome	Measures
Arrests	<ul style="list-style-type: none"> - Unique Research ID (PIN provided to DPD) - Demographics (e.g. gender, race/ethnicity, date of birth) - Contact Date - Contact Reason

	<ul style="list-style-type: none"> - Arrest Date - Arrest Reason - Indicator of Transient Arrest - Indicator of Custodial Arrest
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E. Data extracts will be provided every twelve (12) months until the final year of the study. Any extracts beyond that will be made through modification of this agreement.

F. Data will be provided via SFTP with password protection. This is the ONLY acceptable method of providing data. The following methods are UNACCEPTABLE: Plain text email, USPS with unencrypted CD-ROM, UNSECURE FTP, and all other methods that are not mentioned above.

(2) The Denver Sheriff's Department (DSD) will:

A. Provide access to client-level data outlined in the table below by sending de-identified data with the unique research ID (PIN) attached, to the Consultant.

Administrative Data from DSD	
Outcome	Measures
Jail Days	<ul style="list-style-type: none"> - Unique Research ID (PIN provided to DSD) - Charges - Jail Entry Date - Jail Exit Date - Facility - Exit Reason (if available)

B. Data extracts will be provided every six (6) months starting in late 2017, according to the schedule in the table below, for a total of 8 reports. Any extracts beyond that will be made through modification of this agreement.

Report #	Jail Data Pulled from SIB Start Date through	List of Individuals sent to DSD for Data Pull	Report Delivered from DSD to UI	Report Delivered from UI to City and SIB partners
1	6/30/17	7/15/17	8/1/17	9/15/17
2	12/31/17	1/15/18	2/1/18	3/15/18

3	6/30/18	7/15/18	8/1/18	9/15/18
4	12/31/18	1/15/19	2/1/19	3/15/19
5	6/30/19	7/15/19	8/1/19	9/15/19
6	12/31/19	1/15/20	2/1/20	3/15/20
7	6/30/20	7/15/20	8/1/20	9/15/20
8	12/31/20	1/15/21	2/1/21	5/15/21

C. Data will be provided via SFTP with password protection. This is the ONLY acceptable method of providing data. The following methods are UNACCEPTABLE: Plain text email, USPS with unencrypted CD-ROM, UNSECURE FTP, and all other methods that are not mentioned above.

b. **Consultant Responsibilities:** The Consultant shall use a number of safeguards to guide the use of these data, including:

- (1) Protect the data by keeping the data stored on a secure server that requires an encrypted password and is only accessible to the research team.
- (2) Consultant will not release any part of the original extracted data files provided by DPD/DSD to any third party without the express written permission of the DPD/DSD.
- (3) Study results will be released in aggregate, summary, or statistical forms that will not allow for identification of any study participant.
- (4) Consultant will ensure that each UI staff person with access to the data signs a staff confidentiality form (Exhibit E) and adheres to the on-site data collection and data storage protocol (Exhibit F).
- (5) Consultant will limit the use of these data for the above referenced research study. Use beyond this study will require written permission of DPD/DSD.
- (6) Consultant will destroy all data by the later of December 2022, or two years after all the reports and research papers involving this project are published.

- (7) Consultant will not use the data in any way that would violate the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”).

32. CITY EXECUTION OF AGREEMENT: The 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.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of February 01, 2016.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By Cary Kennedy
Cary Kennedy, Manager of Finance

By Jennifer Welborn
Jennifer Welborn, Assistant City
Attorney

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

By: SEE FOLLOWING PAGE FOR SIGNATURE _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

By: Marcus L. Stevenson

Name: Marcus L. Stevenson, Director
Office of Grants, Contracts, Purchasing and Pricing
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Lorraine C. Washington

Name: Lorraine C. Washington
Senior Contracts Administrator
(please print)

Title: _____
(please print)

.....



EXHIBIT A: Urban Institute Scope of Work

The Urban Institute agrees to the following scope of work and specifics included in **Exhibit C** the **Evaluation Design**.

I. Task 1: Referral and Randomization—Management & Coordination

- a. Based upon the eligibility criteria established in the Research Design and in accordance the Social Impact Bond Contract between the City and SPV (the “Social Impact Bond Contract”) in coordination with the City of Denver (“City”)—including the Denver Police Department, the Denver PFS, LLC (i.e, Social Impact Bond Special Purpose Vehicle (“SPV”)), and Colorado Coalition for the Homeless (“CCH”) and the Mental Health Center of Denver (“MHCD), the Urban Institute (“Urban”) will:
 - i. Establish a list of eligible participants for the Social Impact Bond initiative;
 - ii. Lead and coordinate a randomization process needed to identify the proper number of individuals needed to fulfill the Research Design;
 - iii. Lead and coordinate a referral and hand-off process for those individuals identified as the group receiving treatment;
 - iv. Facilitate a housing screen that will screen out individuals who are not considered homeless according to the Research Design;
 - v. Support a Release of Information process for those participants receiving treatment; and
 - vi. Lead and coordinate ongoing updates to the PFS eligibility list and randomize individuals in accordance with Service Provider needs.
- 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 as outlined in the Social Impact Bond Contract;
 - ii. Providing ongoing and timely support to City, SPV, and Provider staff involved with the project; and
 - iii. Generating proposals for improving processes to ensure adequate referral and enrollment levels are met.

II. Task 2: Process Study—Data Collection

- a. Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study, Urban will:
 - i. Manage an engagement dashboard;
 - ii. Manage a housing enrollment pipeline;
 - iii. Conduct annual site visits and key respondent interviews with service providers and other important stakeholders; and
 - iv. Review program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.

III. Task 3: Impact Study—Data Collection

- a. In accordance with the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to inform Success Payment. Specifically, Urban will:
 - i. Collect and validate Service Provider data on participant 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 measures outlined in the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to measure additional outcomes. These outcomes include, but are not limited to:
 - i. Whether outcomes differ for participants housed in scatter-site versus single-site units;
 - ii. Police contacts and continued criminal justice involvement;
 - iii. Healthcare utilization and costs (e.g. Detox and emergency room utilization); and
 - iv. Homelessness system utilization and costs.
- c. In the event of an early termination of the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to inform the early success payments as outlined in the Social Impact Bond Contract and Research Design. Additionally, Urban will work with the City to determine what additional reports and outcomes can be documented at the point of early termination.
- d. In the event that that an insufficient enrollment difference exists as defined in the Research Design, Urban will collect and certify the validity of the data and calculations used to inform Success Payments in accordance with the Alternate Analysis Plan for Triggers Payments outlined in the Research Design.

IV. Task 4: Reporting and Dissemination

- a. Urban will provide timely and comprehensive reports as outlined in the Research Design and as required under the Social Impact Bond Contract between the City and SPV to the City, SPV, Providers, and Lenders. Lenders to receive reports are those lenders that have a Lender Agreement with the SPV for the PFS project.
- b. For project monitoring purposes, Urban will maintain a biweekly engagement dashboard and monthly pipeline dashboard as outlined in the Evaluation Design. Data for these dashboards will be collected at least biweekly from the Service Providers. The biweekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City, SPV, Providers, and Lenders.

The process for project monitoring will follow the schedule outlined in the Research Design.

- c. Urban will conduct the outcome measurements on housing stability for interim payment purposes and submit outcome reports starting in quarter 7 and continuing every 12 months thereafter as indicated in the Evaluation Design through the evaluation project wind up in quarter 22. Urban will conduct the outcome measurements on jail days for final payment purposes and submit the outcome report in the evaluation project wind up in quarter 22. Outcome reports will be delivered to the City, SPV, Providers, and Lenders as outlined in the Research Design and Social Impact Bond Contract. In furtherance of this task, Urban will calculate Housing Stability Success Payments and Jail Day Reductions Success Payments and prepare the related certifications as described under the Pay for Success Contract.
- d. In the event the City, SPV or Lenders dispute any of Urban's calculations and certifications described above, Urban shall attempt to cooperate in the resolution of such dispute in accordance with Section 4.2 of the Pay for Success Contract.
- e. At the conclusion of the evaluation or in the event of early termination of the Social Impact Bond Contract, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings, and outcomes—including but not limited to:
 - i. Methodology used to evaluate the Social Impact Bond program;
 - ii. Process study findings and recommendations; and
 - iii. Impact study data (aggregate), outcomes, findings, and recommendations.
- f. Upon termination of the PFS initiative, Urban will return to the City and the SPV, and provide an irrevocable license to the City and the SPV to use, all of the data, reports, analyses, work products and intellectual property provided or acquired by Urban in connection with the PFS initiative, except for confidential information regarding any program participant, in a format specified by the City and the SPV.

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:
Contractor Name:

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


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 4/8/2021


SEAL



CITY AND COUNTY OF DENVER:


ATTEST:

DocuSigned by:

401385B9DD354C3
Clerk and Recorder/Public Trustee
Paul López


By: DocuSigned by:

63CED49359814EC
Mayor
Michael B. Hancock


APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

7D89B6833166465
Assistant City Attorney
Jennifer welborn

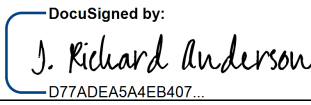
REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

975CC37373F64C1
Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

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Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

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

By:  _____
D77ADEA5A4EB407...

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.

C:\Users\janderson\Box\Contracts\101138 - MET (Interdisciplinary Research)\Mod #2\Revised Mod[101138-0004-001 v2 urban.xls]TaskBudget

THE URBAN INSTITUTE

Budget Period: January 1, 2021 - April 30, 2022

01/11/21

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

Object Classification	2020 Hourly Rate	Referral and Randomization: Management and			Impact Study: Data Collection			Reporting and Dissemination			Total Estimated	
		Task 1			Task 3			Task 4			Total Estimated	
		Hours	Dollars		Hours	Dollars		Hours	Dollars		Hours	Dollars
ON-SITE PERSONNEL												
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
OTHER DIRECT COSTS												
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
GENERAL & ADMINISTRATIVE	22.57%		10,171			10,154			9,792			30,117
Total Estimated Cost			55,234			55,142			53,176			163,552
FIXED FEE	7.00%		3,866			3,860			3,722			11,448
TOTAL ESTIMATED COST PLUS FIXED FEE			\$59,100			\$59,002			\$56,898			\$175,000

* 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.

Annex D to Schedule 1: Outcome Payments

Annex D: Outcome Payments

City and County of Denver

i. Overview

In accordance with the Project Plan, Recipient will provide Permanent Supportive Housing (PSH), modified assertive community treatment (ACT) and case management that includes evidence-based motivational interviewing and trauma-informed care, to break the community-to-jail cycle among Denver's homeless – a program named Denver Housing to Health (H2H).

The program will target homeless individuals who are at least 18 years old, have a record of at least eight arrests and, at least three transient arrests, over a three year period in Denver County, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority. The Recipient expects to reduce Medicaid and Medicare expenditures through this program.

The treatment group and control group will each consist of at least 125 randomly assigned, chronically homeless individuals. The intervention will take place over seven years, beginning on February 1, 2022 and serving clients through January 31, 2029.

The Recipient's program objectives are to (1) reduce homelessness and increase housing stability, (2) reduce detox center, emergency room, and hospital visits while increasing preventative, office-based care, and (3) reduce arrests related to alcohol and drug use, trespassing, and panhandling.

The Recipient's outcome payment will be equal to the sum of the annual difference between the treatment group's Medicaid and Medicare expenditures and the control group's Medicaid and Medicare expenditures over the project period. The Recipient's Independent Evaluator will have access to individual-level data from Colorado Access, Denver Health and Hospital Authority, Colorado Department of Health Care Policy and Financing and/or other sources of Medicaid or Medicare such as other Regional Accountable Entities as needed which will provide Medicaid and Medicare expenditures for individuals in the treatment and control groups.

ii. Outcome Targets

The project objective is to reduce the Medicaid and Medicare expenditures of the target population. The outcome target is to reduce the federal expenditures on Medicaid and Medicare for the treatment group relative to the control group in each of the seven years of the project period. The Recipient will be paid the sum of the annual differences between the treatment group's and the control group's Medicaid and Medicare expenditures up to a cap of \$5,512,000.00. The annual differences in each year are independent of the annual differences in each other year such that the Recipient does not need to show cost savings in each project year to receive a payment. However, if the sum of the annual differences over the seven-year project period is less than zero, the Recipient will receive no payment.

Table 1: Outcome Targets

Outcome Target	Outcome Value
$\text{Cost}_{\text{treatment}} < \text{Cost}_{\text{control}}$	$\text{Cost}_{\text{control}} - \text{Cost}_{\text{treatment}}$

$\text{Cost}_{\text{treatment}}$ = Average Medicaid and Medicare Expenditures on treatment group individuals

$\text{Cost}_{\text{control}}$ = Average Medicaid and Medicare Expenditures on control group individuals

iii. Outcome Payment Calculation Methodology

The project will use a randomized control trial (RCT) to evaluate the effectiveness of the Denver H2H program. Individuals will be eligible for the Denver H2H program if they (1) are at least 18 years old, (2) have a record of at least eight arrests over a three year period in Denver County with at least 3 transient arrests, and (3) are at high risk for avoidable and high-cost health services paid through Medicaid. Individuals will be randomly assigned at four possible intake points – Denver Health, police contact, noncustodial arrest and custodial arrests. The treatment group and control group will contain the same number of individuals from each intake point.

Because individuals will be randomly assigned to the treatment and control groups using a lottery, the difference in the outcomes between the treatment group's and the control group's outcomes will be the effect of the H2H program intervention. To calculate the effect of the H2H program intervention, the applicant will use the following regression: $Y_{it} = \alpha + \beta^T T_i + \beta^P Post_t + \beta(T_i \times Post_t) + \beta^X X_{it} + \varepsilon_{it}$, where Y_{it} represents the Medicaid and Medicare expenditures on individual i in year t , T_i is an indicator variable for whether individual i is in the treatment group, $Post_t$ is an indicator for whether the observation occurred after randomization, and X_i is a vector of controls that vary between the pre-randomization and post-randomization time period by individual i . The Independent Evaluator will obtain Treasury's approval prior to adding any proposed time varying controls, X_i , to the analysis. Thus, β gives the average treatment effect of the intervention on Medicaid and Medicare expenditures of an individual. The savings will be calculated as the coefficient, β , multiplied by the number of individuals randomized into the treatment group.

The coefficient β will be considered statistically different from zero if zero falls outside of the 90 percent confidence interval. Outcome payments will only be made if the difference is statistically significant and is negative, i.e., the intervention caused a statistically significant decline in average Medicaid and Medicare expenditures. The choice of how to best calculate standard errors is left to the Independent Evaluator, who should follow best practices based on the final identification strategy.

The Independent Evaluator will have access to individual-level data Medicaid and Medicare expenditures and will be able to assess the effect of the Denver H2H program directly on Medicaid and Medicare expenditures.

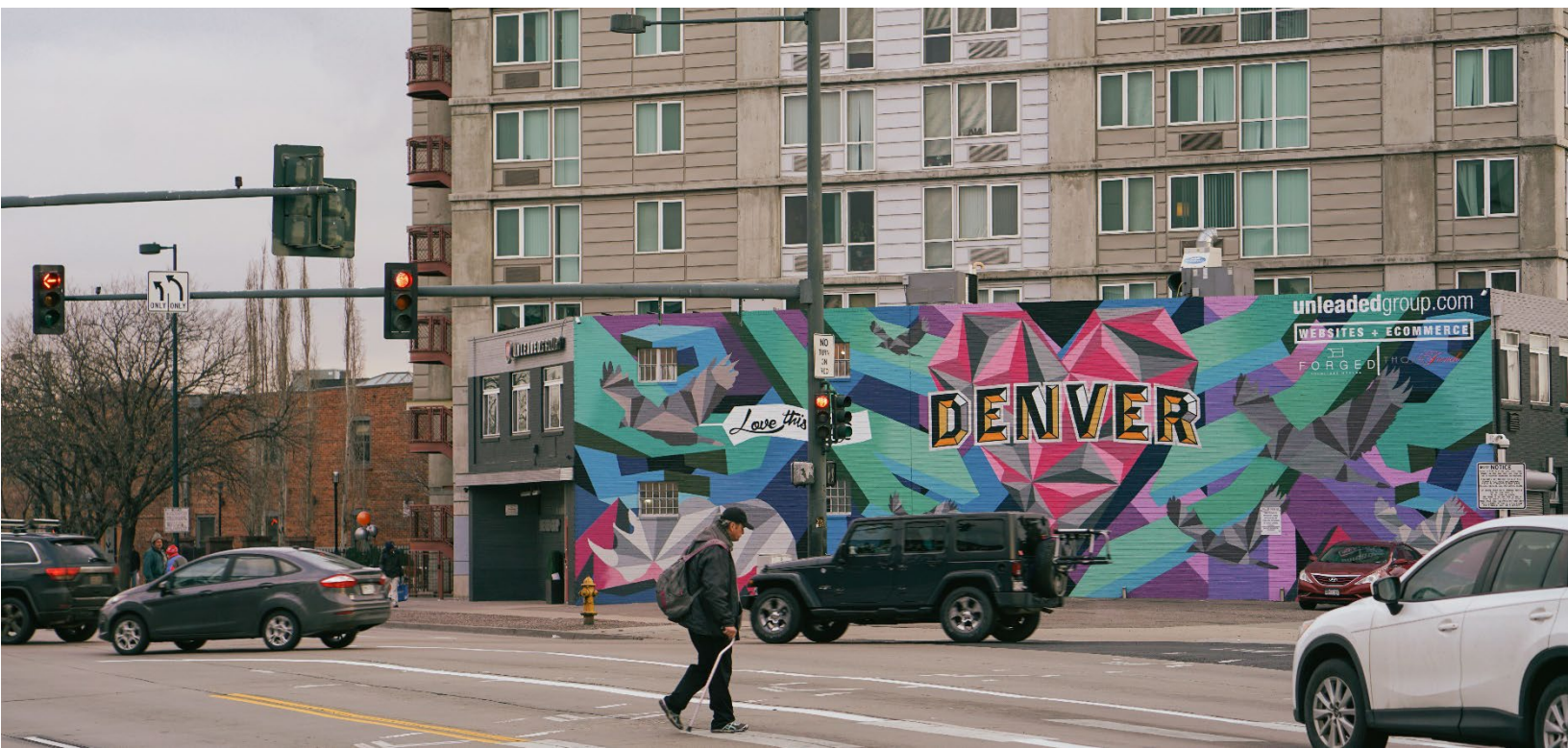
iv. Cohort Evaluation and Payment Schedule

The Independent Evaluator will evaluate whether Recipient has met the outcome targets specified in Outcome Targets (Section ii) above.

In accordance with the Evaluation Design, the Independent Evaluator will validate whether the outcome target has been achieved for the project service period being evaluated.

If the outcome target has been achieved, the Independent Evaluator will further validate, in accordance with the General Terms and Conditions, that the amount of the outcome payment calculated in accordance with the Outcome Payment Calculation Methodology (Section iii) described above is equal to or less than the value of the outcome to the federal government.

Annex E to Schedule 1: Evaluation Design



Denver Housing to Health (H2H) Pay for Success Project

Evaluation Design

May 2019

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Denver Housing to Health (H2H) Pay for Success Project

Background and Context

The Denver Housing to Health (H2H) Pay for Success Project will provide supportive housing for individuals at the intersection of multiple public systems—those who are chronically homeless, have a record of at least eight arrests over the past three years in Denver County, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). The project is an extension of Denver’s Supportive Social Housing Impact Bond (SIB) Initiative, a supportive housing program designed to serve a chronically homeless population that frequently cycles in and out of jail. Early data show that in addition to improving housing stability and reducing jail stays, the SIB is having an impact on health service utilization by increasing preventative office-based care and lowering the use of high-cost services such as emergency room (ER) visits and inpatient hospital admissions. These shifts in health service utilization result in a net decrease in claims billed to Medicaid and Medicare, which are largely paid by the federal government.

Existing Evidence Base

Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction. Previous research conclusively shows that the model works to end homelessness for this population, a group of people that were once described as “un-housable” (Tsemberis, Gulcur, & Nakae, 2004). The literature suggests that supportive housing will also have an impact on health service utilization, and that a decrease in high-cost services such as avoidable emergency department visits and inpatient hospital admissions will likely be a significant source of cost savings for multiple systems.

Emergency Department Visits. Several studies found that use of emergency rooms, for both avoidable and unavoidable visits, decreased with the provision of supportive housing (Martinez & Burt, 2006; Sadowski et al., 2009; Seligson et al., 2013; Mondello et al., 2007). Using a pre-/post- research design, Martinez and Burt (2006) find a 16 percent reduction in the number of residents with an emergency room visit and a 56 percent reduction in the total number of emergency room visits after the first year of supportive housing. Sadowski et

al. (2009) found a 24 percent difference between the treatment and control groups in the number of emergency room visits in a randomized controlled trial. However, Aidala et al. (2014) and Kessel et al. (2006) found no reductions in emergency department visits for individuals in supportive housing in their pre-/post- and retrospective cohort studies.

Substance Abuse and Mental Health. Evidence on the impact of supportive housing on substance abuse and mental health services is promising. Aidala et al. (2014) found that supportive housing participants spent half as many days hospitalized for psychiatric reasons, compared with a comparison group. Similarly, matched comparison and pre-/post- studies by Seligson et al. (2013), Culhane et al. (2002), King County (2013), and Mondello et al. (2007) all found reductions in psychiatric hospitalizations for individuals who moved into supportive housing. Some of these studies included a mental health diagnosis as a criterion for eligibility. The literature on alcohol and drug treatment is more mixed, though very limited. Aidala et al. (2014) found no effect on detoxification facility days, as did the Larimer et al. (2009) quasi-experimental study. However, Aidala et al. (2014) found a large decrease in residential alcohol and drug treatment days, with the intervention group avoiding residential treatment completely.

Cost of Care. Several studies (Aidala et al., 2014; Culhane et al., 2002; Martinez and Burt, 2006; Larimer et al., 2009; Flaming et al., 2013) find significant reductions in the cost of care for participants in supportive housing. Culhane et al. (2002) found an average 32 percent reduction of inpatient Medicaid claims along with an increase in outpatient Medicaid claims. Cost savings were driven by decreased utilization of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services. The National Academies of Sciences' Committee on Evaluation of Permanent Supportive Housing (2018) found evidence that supportive housing can decrease emergency department use and hospital stays when provided to individuals who were high users of these services before being housed.

Taken together, the existing literature suggests that stable housing may make health concerns known and increase use of certain types of health care services, perhaps at an earlier or less severe stage than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to effective care management suggests decreased severity or burden of illness and increased well-being, as well as more effective use of health care services and resources.

Target Population and Program Structure

The target population for the H2H project includes individuals who are chronically homeless, have a record of at least eight arrests over the past three years in Denver County, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). The current eligibility list, created with administrative data from Denver Police Department, includes over 2,700 individuals who meet the eligibility criteria.

These individuals are primarily male (83 percent), 63 percent white and 31 percent black, with an average age of 45. Data analysis for a subsample of the target population enrolled in the related Denver SIB Initiative demonstrated their vulnerability and frequent use of expensive public services. In addition to experiencing chronic, or long-term, homelessness, these individuals had an average of three separate stays in jail in the year prior to enrollment in the SIB evaluation and spent an average of 70 total days in jail the year prior. Among those who had any Medicaid utilization as members of Colorado Access, a Medicaid insurer in the Denver metro area, almost three-fourths had been diagnosed with a substance use disorder and over half of these diagnoses were for alcohol use disorder. Just under a third of this group of Colorado Access members had a mental health diagnosis, the most common of which were anxiety, depression and schizophrenia (in order of prevalence).

The H2H project plans to provide supportive housing to 125 of these high-need individuals through the Colorado Coalition for the Homeless and the Mental Health Center of Denver. Supportive housing is an evidence-based model that uses a Housing First approach to lower barriers to housing and end homelessness through permanent, affordable housing subsidies and intensive case management and wraparound services. (In prior evaluation reports on the related Denver SIB Initiative, Cunningham et al. [2018b] described the intervention's housing and services model in detail.) However, deeply subsidized or even affordable housing is extremely scarce in Denver and is not available to meet the full extent of the need demonstrated by the current eligibility list. Because of this scarcity, the project is suitable for a randomized controlled trial evaluation. Random assignment will be used as a fair method to allocate scarce supportive housing resources and to evaluate the impact of the intervention on the treatment group as compared with a control group receiving usual services available in the community in the absence of a targeted supportive housing intervention. Because random assignment helps ensure the treatment and control groups are as similar as possible for as many observation characteristics as possible, by comparing outcomes between the two groups we can attribute any differences directly to the supportive housing program and not to participant characteristics or other general conditions or changes in the community.

Overview of Evaluation

Theory of Change

As a result of experiencing homelessness and barriers to care for substance use and mental health problems, many individuals who experience homelessness are frequently cited for offenses such as public intoxication, panhandling and trespassing. Individuals in this population are frequently arrested and cycle in and out of jail, detoxification and avoidable emergency room and hospital visits, effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, detox centers or hospitals, these individuals return to the same risks and experience a recurring cycle of negative outcomes. This cycle results in continuously high costs across agencies and service providers. Supportive housing is a scarce but proven intervention to interrupt the status quo. Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction (Tsemberis, Gulcur, & Nakae, 2004). As depicted in Table 1, supportive housing results in intermediate and long-term outcomes that demonstrate a shift from the usual homelessness-jail cycle to a more cost-effective, cross-sector solution for improving outcomes at the intersection of criminal justice and health.

TABLE 1

Theory of Change

<i>Intervention</i>	<i>Intermediate outcomes</i>	<i>Long-term outcomes</i>
<i>Housing subsidy</i> <ul style="list-style-type: none"> ■ Provide rent assistance in a housing unit that is safe, sustainable, functional and conducive to tenant stability 	<i>Increase housing stability</i> <ul style="list-style-type: none"> ■ Reduce homelessness ■ Provide a safe, healthy, stable housing unit 	<i>Decrease criminal justice involvement</i> <ul style="list-style-type: none"> ■ Decrease arrests ■ Decrease jail days
<i>Case management services</i> <ul style="list-style-type: none"> ■ Develop a case plan ■ Facilitate access to benefits ■ Provide referrals ■ Coordinate care 	<i>Decrease police contacts</i> <ul style="list-style-type: none"> ■ Decrease alcohol and drug use, trespassing and panhandling <i>Increase access to health services</i> <ul style="list-style-type: none"> ■ Connect to mental and physical health care and substance abuse treatment ■ Increase preventative, office-based care 	<i>Increase appropriate health services</i> <ul style="list-style-type: none"> ■ Decrease detox visits ■ Decrease avoidable ER and hospital visits <i>Improve health</i> <ul style="list-style-type: none"> ■ Decrease severity of illness ■ Improve mental health ■ Improve physical health

Research Questions

Our evaluation is designed to understand how supportive housing interrupts the target population's cycle of homelessness, jail and emergency health services, and estimate the impact on health care utilization and associated costs, including patterns of primary care, avoidable emergency and hospital care, and substance use treatment. The evaluation will determine the amount of any net reductions in federal expenditures for associated Medicaid claims. The primary research questions to be answered by the evaluation include:

1. Do housed participants retain housing?
2. Does supportive housing decrease days in jail?
3. Does supportive housing impact the target population's patterns of primary care, emergency and hospital care, and mental health and substance abuse treatment?
4. Does supportive housing decrease avoidable emergency department and hospital services for the target population?
5. Does supportive housing decrease net federal expenditures for Medicaid claims?

Major Components of the Evaluation

Outcomes and Impact Study

To determine outcomes and the associated outcome payments, we will (1) track participant exits from housing and measure days spent in housing and jail to determine associated payments from the City and County of Denver; (2) estimate the impact that supportive housing has on the target population's jail days to determine associated payments from the City and County of Denver; and (3) estimate the impact that supportive housing has on the target population's health service utilization as paid by Medicaid and Medicare claims to determine the associated payment from SIPPRA funding. As described in the next section, we will use a randomized controlled trial (RCT) as the foundation of the evaluation. Eligible individuals will be randomly assigned to one of two groups—one that receives supportive housing as part of the project or one that receives usual care services. We will measure differences in outcomes between the groups (i.e., their use of services) using administrative data. We will use data from the Denver Sheriff Department to measure the impact on jail days. We will use data from Colorado Access, Denver Health and Hospital Authority, and the Colorado Department of Health Care Policy and Financing to measure the impact on health service utilization and Medicaid and Medicare claims.

Outcome Valuation

To determine the amount of any net reductions in federal expenditures for associated claims, we will compare the amounts billed for these claims for the treatment and control groups using individual-level data from Colorado Access, Denver Health and Hospital Authority, and the Colorado Department of Health Care Policy and Financing. Below, and in the Outcome Valuation Attachment of the H2H SIPPRA application, we describe the steps we will follow using a difference-in-difference analysis. We also outline the key assumptions we will use in our analysis to determine the federal share of changes in amounts billed for Medicaid and Medicare claims and the associated outcome payment from SIPPRA funding based on the net reduction in federal expenditures.

Implementation Study

Key process-related information, including the housing and referral pipeline, is necessary to manage implementation and to make midcourse corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help us interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect information about these different domains, we will manage an engagement dashboard as well as a housing enrollment pipeline. We will conduct annual site visits and key informant interviews with service providers and other important stakeholders. We will also review program-related documents such as training manuals, standard operating procedures or other descriptions of program components.

TABLE 2

Primary Evaluation Components

Evaluation component	Research questions	Data sources
Implementation Study	How is the program implemented? How are eligible individuals located and engaged? How do participants take up housing and services? Is there fidelity to the service model? How does this look different from usual care? What types of systems change were achieved?	Engagement dashboard, key informant interviews, program documents from service providers
Outcomes and Impact Study	Do housed participants retain housing? Does supportive housing decrease days in jail? Does supportive housing impact the target population's patterns of primary care, emergency and hospital care, and mental health and substance abuse treatment? Does supportive housing decrease avoidable emergency department and hospital services for the target population?	Program housing retention data, administrative data from Sheriff, Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing
Outcome Valuation	Does supportive housing decrease net federal expenditures for Medicaid and Medicare claims?	Administrative data from Sheriff, Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing

RCT Design

Randomized controlled trials are widely considered to be the gold standard in measuring the effectiveness of a policy or intervention. RCTs are useful for establishing the counterfactual, or what would have occurred in the absence of the intervention. In the case of this initiative, the RCT design will be able to compare the trajectories of individuals who receive priority placement in supportive housing and those who receive usual care. The target population for the Denver H2H includes many more individuals who are in need of and are eligible for the intervention than can be accommodated by the limited available supportive housing. The initiative will therefore allocate the limited supportive housing by lottery, which is a fair way to allocate the scarce housing resources, and it also enables random assignment.

The evaluation will track outcomes for both the supportive housing and the usual care groups and attribute any differences to the supportive housing intervention. The selected eligibility criteria will allow for a sample of at least 250 participants, including at least 125 in the treatment group and 125 in the control group. Minimum detectable effect sizes, based on the sample, are provided in Table 8.

Referral and Randomization Strategy

Using the eligibility criteria, the Denver Police Department (DPD) will identify eligible individuals through a data pull and create a deduplicated, deidentified eligibility list for the H2H project, assigning a unique research ID to each individual on the eligibility list. Individuals are identified from the eligibility list as they enter a designated intake point. The H2H project will use primary and secondary intake points to randomly assign individuals to the treatment and control groups (see figure 1).

Primary Intake Points from Denver Health

Denver Health is the primary hospital serving the target population, and intake points will include the Emergency Department (ED), inpatient hospital admissions and outpatient clinics. Denver Health will electronically maintain the H2H eligibility list (including periodic updates) in its electronic health record, establishing an automatic flag at the point of care to identify eligible individuals. Relevant providers, with a focus on hospital social workers and discharge coordinators, will be trained in the process to refer identified individuals from the eligibility list to the random assignment process described below. Providers will send each eligible individual's name, race, date of birth, and location and date of the most recent Denver Health service encounter, including date of discharge if applicable, to the H2H referral coordinator at the Office of Behavioral Health Strategies. The referral coordinator will identify each individual's personal identification number (PIN)

from the master eligibility list, and upload the PINs and date of referral to the Urban Institute's customizable online referral and randomization tracking tool.

Secondary Intake Points from Denver Police Department

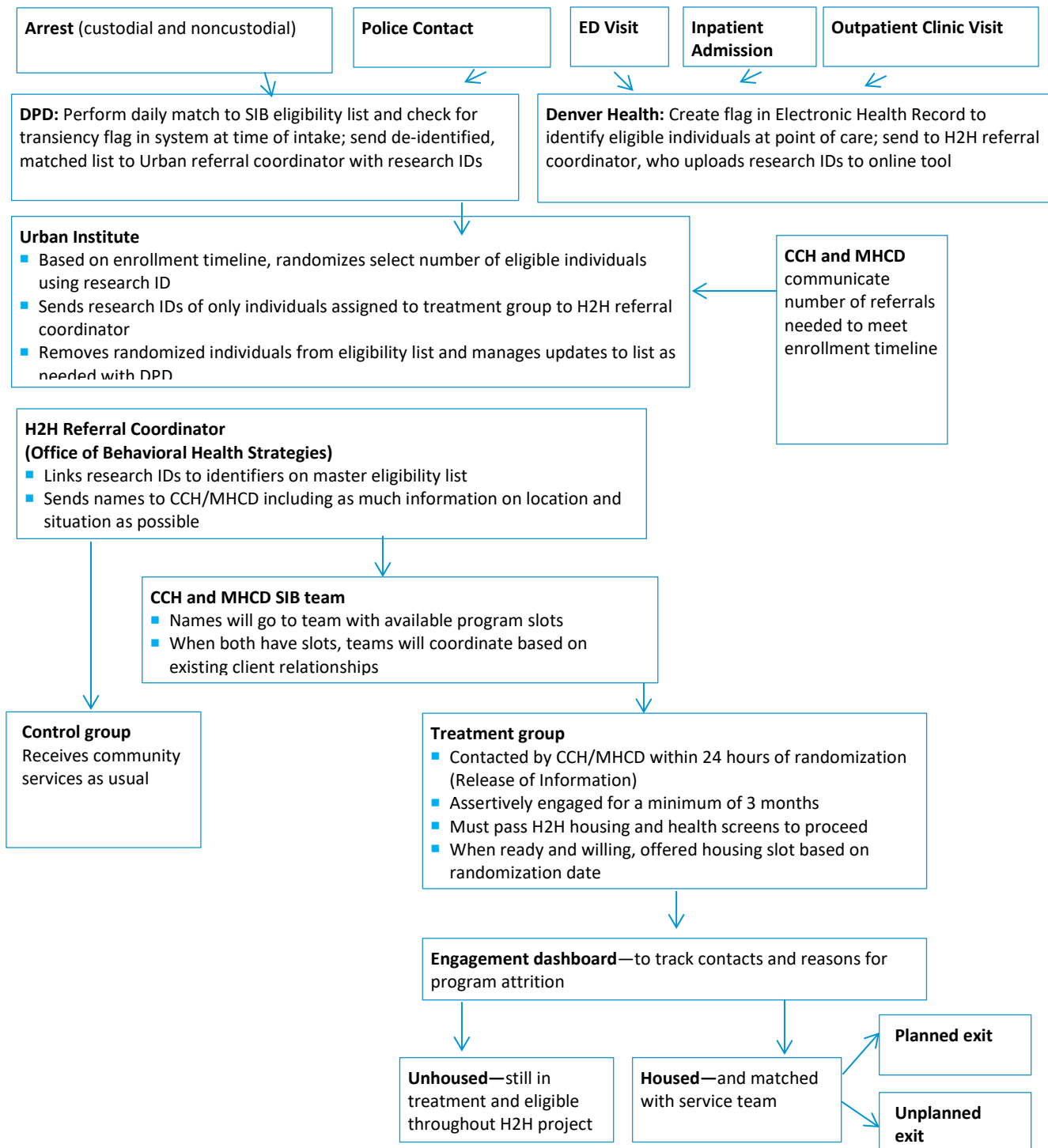
DPD intake points will be used when the Denver Health intake points do not provide sufficient numbers of eligible individuals to support the project's enrollment timeline. DPD intake points will include police contact and arrest, both custodial and noncustodial. DPD will electronically maintain the SIB eligibility list (including periodic updates) and match the eligibility list with daily arrest and contact lists to identify eligible individuals. Individuals with open felonies within the last two years before randomization are screened out because they are awaiting sentencing, which may negatively affect their ability to enter supportive housing. DPD will send Urban Institute (Urban) a daily, automatically generated report that lists de-identified PIN numbers for all noncustodial arrests, custodial arrests and police contacts flagged as transient for individuals on the SIB master eligibility list.

Randomization Process

On days when H2H partners decide to randomize new individuals into the evaluation based on the enrollment timeline, Urban will use the list of eligible individuals identified from the Denver Health intake points, as tracked in the online referral and randomization tool, as well as the automatically generated reports from the DPD intake points if additional referrals are necessary. Urban will remove individual PINs that have already been randomized and run a program that randomly selects PINs for randomization based on the number of new individuals H2H partners decide to randomize that day. Half of those new PINs will be randomized to the treatment group and half to the control group, stratified by the type of intake (Emergency Department, inpatient admission, outpatient clinic, custodial arrest, noncustodial arrest or police contact). Individuals not selected for randomization into either group return to the master eligibility pool. Urban will send the list of new treatment PINs to the referral coordinator. The referral coordination will re-attach names and other identifying information to the treatment PIN numbers and send this information to the service providers for outreach.

FIGURE 1

Referral and Randomization Flowchart



If both Colorado Coalition for the Homeless (CCH) and Mental Health Center of Denver (MHCD) have supportive housing slots available, the two service providers will work together to assign individuals based on

any existing client relationships. Outreach workers will attempt to locate each referred individual within 24 hours of referral to minimize location challenges. When outreach workers locate individuals in the treatment group, they will first have them sign a Release of Information. Outreach workers then can immediately begin program engagement, working with other service providers and co-responders to engage each individual. Service providers will engage participants in the treatment group for a minimum of three months before stepping down engagement and requesting a new referral.

After they are located, individuals must also pass the H2H housing and health screens (see housing screen in Appendix C; health screen will be developed by service providers before implementation begins) to confirm homelessness and ability to live independently before continuing toward housing placement. Urban, working with DPD, will update the list to ensure that individuals are randomized only once, manage any updates as the list is refreshed or expanded, and coordinate with service providers to turn randomization on and off as necessary.

Minimum Treatment Randomization Timeline

The minimum treatment randomization timeline shown in Table 3 ensures that a sufficient number of individuals are randomized to the treatment group to meet available housing slots and the H2H enrollment timeline, based on an average take-up rate of 70 percent, as demonstrated by the related SIB initiative. Urban will ensure that individuals are randomized at least two months before housing slots become available to allow for engagement before lease-up, based on average time from referral to lease-up as demonstrated by the related SIB initiative. Should the H2H enrollment timeline be amended at any time, Urban will amend the randomization timeline.

TABLE 3

Minimum Treatment Randomization Timeline

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
April 2020	0	0	8	8
May 2020	0	0	10	18
June 2020	5	5	13	31
July 2020	7	12	13	44
August 2020	9	21	13	57
September 2020	9	30	13	70
October 2020	9	39	13	83
November 2020	9	48	13	96
December 2020	9	57	10	106
January 2021	9	66	9	115

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
February 2021	7	73	9	124
March 2021	6	79	9	133
April 2021	6	85	9	142
May 2021	6	91	9	151
June 2021	6	97	9	160
July 2021	6	103	9	169
August 2021	6	109	9	178
September 2021	6	115	6	184
October 2021	6	121	0	184
November 2021	4	125	0	184

Data Sharing and Consent

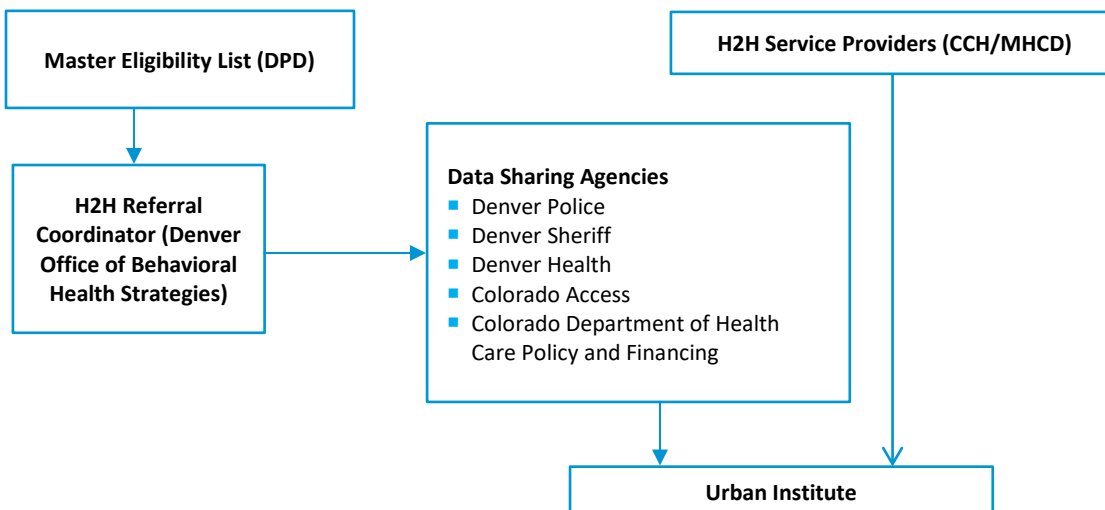
The Urban Institute will collect only deidentified administrative data that it then links through a project-specific ID that one central agency will share with other administrative data agencies. To make this work, the City of Denver Office of Behavioral Health Strategies will assign a staff person to be the H2H referral coordinator and have access to the master eligibility list. That list will include personal identifiers as well as a project-specific ID for each individual in the treatment or control group (Urban will have only the deidentified eligibility list).

The H2H referral coordinator will share the personal identifiers and the project-specific IDs of the individuals in the study with each of the other agencies identified for data sharing (see Figure 2). The Urban Institute will collect administrative data based on data-sharing agreements with each of those agencies. The other agencies will pull the requested data for each individual in the study using the personal identifiers, attach the unique research identifier to their data set, and strip the personal identifiers from the data set. Each of the agencies will send their data, including the project-specific ID, directly to the Urban Institute. This will allow the Urban Institute to generate a single deidentified data set with data from each agency.

Under this plan, the Urban Institute will never have access to any personal identifiers for any of the participants in the study. This method of data collection and data sharing ensures that no single agency or entity has access to more than one data set with identifiers. Furthermore, the Urban Institute will be in control of the linking process and ensure its quality.

FIGURE 2

Data Access Plan



Note: CCH = Colorado Coalition for the Homeless; DPD = Denver Police Department; MHCD = Mental Health Center of Denver; H2H = Housing to Health Pay for Success Project

Metrics, Data Collection, Sources and Analytic Methods

The evaluation metrics will include information on housing stability and reductions in jail days, to be paid by the City and County of Denver if successful, and net reductions in federal expenditures for Medicaid and Medicare claims, to be paid by SIPPRA funding if successful. Housing stability among the housed treatment group will be used as an interim outcome metric paid by the City and County of Denver because housing retention is a strong predictor of longer-term outcomes of interest. Reduction in jail days, paid by the City and County of Denver, as well as net reduction in federal expenditures for Medicaid and Medicare claims, paid by SIPPRA funding, will be used as the final outcome payment metrics, measured by the differences between the treatment and control groups at the end of the project period.

Net Reduction in Federal Expenditures for Medicaid Claims

The SIPPRA outcome payment will be based on the program's impact on reducing federal expenditures for Medicaid claims. The net reduction in federal expenditures will be measured as the average difference in the change over time (pre and post randomization) in the amount billed for claims between the treatment and control groups. This approach to measuring net reductions accounts for potential increases in certain types of

claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations. This outcome will be measured over the full seven-year project period, and estimated using a difference in difference (DID) approach described in the analysis plan below. The evaluation will report on this outcome mid-project to provide a preliminary look at project performance, but no payment will be associated with the outcome at this point. The payment for net reduction in federal expenditures will be made once, based on the final outcome report at the end of the project period.

The three proposed data sources in table 4 will capture Medicaid information on all individuals in the target population. Colorado Access is a Medicaid insurer in Colorado that provides access to behavioral and physical health services and serves as the Regional Accountable Entity for the Denver metro and surrounding area. For a subsample of the target population currently enrolled in the related SIB evaluation, approximately 65 percent were Colorado Access members in the year prior to enrollment in the evaluation. Denver Health and Hospital Authority is the primary healthcare institution serving the target population and has its own medical plan called Denver Health Medicaid Choice. Based on a recent payer analysis by Denver Health, approximately 14 percent of the target population had Medicaid Choice as their last known coverage. The Colorado Department of Health Care Policy and Financing (HCPF) oversees and operates Colorado's Medicaid Program, Health First Colorado, and other public health care programs for qualifying Coloradans. HCPF data will fill in the remaining gaps in claims information for the target population. By merging information across these three data sources, we will have the full picture of Medicaid enrollment, service utilization, claims and managed care data, and expenditure data for individuals enrolled in the H2H treatment and control groups.

In calculating the Outcome Valuation Attachment for the H2H SIPPRA application, we made several assumptions including eligibility of the target population under Medicaid expansion, the federal share of Medicaid expenditures for the target population, the value of claims missing from the data available at the time of this evaluation design, and the impact of reductions in utilization on federal expenditures through reduced fee for service claims, reduced negotiated capitated rates for managed care claims, and reduced supplementary payments for uncompensated costs. We also assumed an inflation rate based on the 10-year-average for the Denver-Aurora-Lakewood Consumer Price Index from the U.S. Bureau of Labor Statistics. The data we use to calculate the actual outcome valuation will resolve some of these assumptions; for example, we will have the full universe of fee for service and managed care claims for the study population and use the actual medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year of the project.

TABLE 4

Data Sources and Measures for Calculating Net Reduction in Federal Expenditures for Claims

Data source	Measures
Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing (membership, claims, ad pharmacy files)	<ul style="list-style-type: none"> ■ Unique research ID ■ Beneficiary and provider enrollment ■ Service utilization ■ Claims and managed care data ■ Expenditure data

Net Reduction in Federal Expenditures Estimation Methods

To understand the calculation of how treatment impacts net changes in federal (Medicaid/Medicare) expenditures for health services, we will use a Difference in Difference (DID) approach. The DID estimate, β^{DID} , can be represented by the following equation:

$$\beta^{DID} = (Y_{t=1}^T - Y_{t=0}^T) - (Y_{t=1}^C - Y_{t=0}^C)$$

Where $Y_{t=1}^T$ is the mean outcome for the treatment group (those referred to H2H supportive housing) in the post randomization period, $Y_{t=0}^T$ is the mean outcome for the treatment group in the pre randomization period, $Y_{t=1}^C$ is the mean outcome for the control group in the post randomization period, and $Y_{t=0}^C$ is the mean outcome for the control group in the pre randomization period. Eligible individuals randomized to the treatment population will be counted in the treatment population, regardless of whether they actually engage with the service provider, pass the H2H screens, or obtain housing. All eligible individuals randomized to the control population will be counted in the control population, even if they enroll with the service provider or obtain housing.

Calculation: The DID estimate will be measured using the regression equation below:

$$Y_{it} = \alpha + \beta^T T_i + \beta^P Post_t + \beta^{DID} (T_i * Post_t) + \beta^X X_{it} + \varepsilon_{it}$$

Where Y_{it} is the number of jail days for each individual, i , during time period, t ($t=0$ is the pre-randomization period and $t=1$ is the post-randomization period). T_i is an indicator equal to 1 for individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. β^T is the treatment group specific effect (measuring the permanent differences between treatment and control), $Post_t$ is an indicator equal to 1 for the post-randomization period and 0 for the pre-randomization period and β^P is the time trend common to control and treatment groups. $Post_t$ and T_i is an interaction term and β^{DID} is difference in difference estimator, true effect of treatment. X_{it} is a vector of treatment specific time varying controls, to be specified later.

Housing Stability

Housing stability will be tracked through program and administrative data and will be measured only for the individuals in the treatment group who enter program housing. The threshold, payment points and other information on how housing stability will be measured are outlined in Table 4table 5.

TABLE 5

Measurement of Housing Stability and Payment Points

Threshold	Payment Points	Limitations
<ul style="list-style-type: none"> Individual must maintain a lease for one year from lease-up date before eligible for payments, as defined in the contract. The client has a lease, sublease or occupancy agreement in their name, as defined in the contract. 	<ul style="list-style-type: none"> After threshold is met, the City makes payments annually starting on January 31, 2022, based on days in housing before and after threshold, according to payment schedule, as defined in the contract. 	<ul style="list-style-type: none"> Days spent in jail since lease-up date will be subtracted from days eligible for payments, as defined in the contract.
Exits		
<p><i>Unplanned:</i> If a client meets the condition below before achieving the one-year threshold, success payments will not be made for that client:</p> <ul style="list-style-type: none"> Loss of voucher/lease for any reason other than those specified under planned exit reasons (voucher loss can occur after 90 days away from unit; e.g., incarceration or returns to homelessness, or after eviction); Termination of assisted living occupancy agreement after 90 days away from the facility for any reason other than those specified under planned exit reasons. 	<p><i>Planned:</i> If a client meets any of the conditions below prior to or after achieving the one-year threshold, success payments will be made for the total number of days that the client was stably housed before exit at the per diem rate:</p> <ul style="list-style-type: none"> Death. Exit to other permanent stable housing where the client is named on a lease, sublease or occupancy agreement OR has a letter stating that they are allowed to reside with the leaseholder or owner in the unit on a permanent basis. Tenant entered long-term residential treatment that exceeds 90 days in order to address a physical or behavioral health issue. Tenant was incarcerated for actions solely occurring before SIB randomization. 	

The data sources and measures that will be used to calculate housing stability are outlined in Table 6. Program data from MHCD and CCH will be collected approximately biweekly through the engagement dashboard, as specified in the data-sharing agreements with each service provider. Data from the Denver Sheriff Department will be collected at least every six months as specified in the data-sharing timeline within the Urban Institute's contract with the City of Denver. Data will be linked by unique research ID to calculate housing stability outcomes.

TABLE 6

Data Sources and Measures for Calculating Housing Stability

Data Source	Measures
MHCD and CCH Program Data	<ul style="list-style-type: none"> ■ Unique research ID ■ Lease-up date ■ Housing exit date ■ Housing exit reason
Denver Sheriff Department	<ul style="list-style-type: none"> ■ Unique research ID ■ Jail entry date ■ Jail exit date ■ Facility

Jail Day Reduction

The City and County of Denver’s final outcome payment will be based on the program’s impact on reducing jail days. Jail day reductions will be measured as the average difference of jail days between the treatment and control groups, over a period of two years from randomization date, and estimated using a treatment-on-the-treated (TOT) approach described in the analysis plan below. The payment for jail day outcomes will be made twice, at the middle and end of the evaluation period.

Jail Day Reduction Estimation Methods

To understand the calculation of treatment impacts using the treatment on the treated (TOT) approach, we first explain how treatment impacts are calculated using the intent to treat (ITT) approach. The ITT estimate is defined as the difference between the average outcomes for those referred to H2H (the treatment group) and those not referred to H2H (the control group), adjusting for prerandomization covariates.

All eligible individuals randomized to the treatment population will be counted in the treatment population, regardless of whether they actually engage with the service provider, pass the H2H housing screen or obtain housing. All eligible individuals randomized to the control population will be counted in the control population, even if they enroll with the service provider or obtain housing.

Calculation: The ITT estimate is measured as the average individual outcomes for the treatment population minus the average individual outcomes for the control population. We control for prerandomization covariates using a regression framework. Specifically, the ITT estimate, π_v , would be measured using the regression equation below:

$$Y_i = \alpha + \beta^T T_i + \sum_{n=1}^N \beta^n X_i^n + \varepsilon_i$$

Where Y_i is the number of jail days for each individual, i , that was randomly assigned. T_i is an indicator equal to 1 for individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. β^T is the parameter of the ITT effect on the outcome (Y_i), the number of population members assigned to the treatment population and control population, respectively. X^n is a vector of prerandomization covariates and β^n is the vector of coefficients on the covariate, X^n . ε is the regression error term. The inclusion of the prerandomization covariates is intended to improve the precision of the estimates. The initial proposed list of covariates to control for in the model is $X_i^1 \dots X_i^{Nn}$: race, gender, age, number of prior custodial arrests (8/1/2012–7/31/2015), number of prior transient arrests (8/1/2012–7/31/2015), number of prior noncustodial arrests (8/1/2012–7/31/2015), and entry type (contact, noncustodial arrest, custodial arrest).

We will finalize the exact covariates after we review the historical data for data quality and completeness. In addition, the sample will be evaluated for equivalence between the treatment and control groups on observable prerandomization variables. Although random assignment is intended to create two equivalent groups, small samples can result in some differences between the groups by chance. Variables that show differences between the two groups at $p = .05$ (i.e., with at least 95 percent confidence that they are different) will be included as covariates in the regressions. Similar analysis for the related SIB evaluation included the following covariates:

- Race/Ethnicity
- Age at randomization
- Gender
- Number of jail days in three years prior to randomization
- Number of jail stays in three years prior
- Number of arrests in three years prior to randomization
- Number of custodial arrests in three years prior to randomization

The TOT estimate will be calculated using an instrumental variables (IV) estimate (Angrist, Imbens, & Rubins, 1996). The IV estimate is per person served, among those who comply with their referral assignment, which accounts for the fact that some people referred to H2H may not enroll and that some people in the control group may end up receiving services from the H2H. For example, all study participants can be divided into three types of individuals: (1) those who will always enroll in H2H regardless of whether they are referred to it or not; (2) those who will never enroll in H2H even if they are referred to it; and (3) those who comply with whatever referral assignment they are given, whether it is to enroll in H2H or to remain in the control group. The IV estimate represents the effect of H2H enrollment on study outcomes among this third group,

the compliers. In the special circumstance where decisions to comply or not are independent of the study outcomes, the IV estimate also represents the average treatment effect.

Calculation: The IV estimate scales up the ITT estimate by the difference between the treatment group's and the control group's fractions enrolled in H2H. Conceptually, the Urban Institute will estimate the effect of referring an individual to H2H on enrollment in H2H in exactly the same manner as calculating the ITT above, except that the dependent variable in the model will be enrollment:

$$P_i = \alpha + \delta^T T_i + \sum_{n=1}^N \delta^n X_i^n + \varepsilon_i$$

Where P_i is 1 if the individual, i , actually enrolled in the program, regardless of whether they were in the treatment group or the control group. Enrollment will be defined as the participant having an initial housing lease-up (enrollment) date in SIB housing. T_i is an indicator equal to 1 for individuals assigned to the treatment group and 0 for individuals assigned to the control group. δ^T is the parameter of the effect of getting randomly assigned into treatment on actual enrollment (P_i). X^n is a vector of prerandomization covariates, and β^n is the vector of coefficients on the covariates, X^n . ε is the regression error term. The IV estimate is the ratio of the two estimates:

$$\text{TOT estimate} = \frac{\beta^T}{\delta^T}$$

In practice, the two equations will be estimated simultaneously using a two-stage least squares estimation procedure. In the first stage, the dependent variable (enrolling in the program) is regressed on the exogenous covariates plus the instrument (randomization into treatment). In the second stage, fitted values from the first-stage regression are plugged directly into the structural equation in place of the endogenous regressor (enrolling in the program). We will include the same covariates as used in the ITT regression.

Because the payment schedule specifies the payment amount in per-person-served units, the IV estimate will be the basis for the performance-based outcome payments. The IV estimate also represents the per-participant-served difference in mean jail days between the treatment and control groups, among those who comply with referral assignments.

Determination of individuals included in jail day reduction analyses. All individuals who have been randomly assigned to the treatment or control group for at least two years before the last day of the interim and final observation periods will be included for the ITT estimate of jail days. For the TOT estimate, we will define the treated group as all individuals who were leased up by 9/30/2021 for the interim payment and by 3/31/2025 for the final payment. If an individual has been in the defined treatment group for longer than two years, we will look at the first two years they were in the treatment group as defined for the analyses.

However, referrals will continue past these points (if and when housing slots are open), since individuals enrolled in the treatment group after that point are still potentially eligible to generate housing stability payments.

The data sources and measures that will be used to calculate reduction in jail days are outlined in Table 7. Jail days will be collected from the Denver Sheriff Department at least every six months as specified in the data-sharing timeline within the evaluation contract.

TABLE 7
Data Sources and Measures for Calculating Reduction in Jail Days

Data Source	Measures
Denver Sheriff Department	<ul style="list-style-type: none">Unique research IDJail entry dateJail exit dateFacility

Early Outcomes Termination Process

If the agreement is terminated early, the outcome measurements for payment purposes, if appropriate as specified in the H2H contract, will be calculated in the following ways:

Housing stability outcomes will be measured for all participants meeting the payment requirement before the early termination quarter, as outlined in the research design and contract.

Jail day reduction outcomes will be measured for a minimum sample size reached before the early termination quarter, as outlined in the research design and contract:

If (i) this Contract is terminated prior to the end of the Project Term due to a Termination Event, ii) at least seventy-five (75) Participants were included as part of the Treatment Group for a period of at least one (1) year, and (iii) at least seventy-five (75) Eligible Referrals were included as part of the Control Group for a period of at least one (1) year, then jail day reduction outcomes will be measured for these individuals’ first years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for one year. In this scenario, individuals who have been randomly assigned for less than one year will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least two years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals’ first two years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for two years. In this scenario, individuals who have been randomly assigned for less than two years will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least three years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals' first three years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for three years. In this scenario, individuals who have been randomly assigned for less than three years will not be included in the analysis.

Net reduction in federal expenditures will be measured for all participants based on all claims documented through the early termination quarter as outlined in the research design and contract.

Minimum Detectable Effect Sizes

Based on implementation data from the related Denver SIB Initiative, we anticipate a 70–75 percent take-up rate, which can be accommodated by the size of the eligible target population. At this take-up rate, this sample size allows the evaluation to detect effects of at least 31 percent, which the literature suggests is reasonable to expect for reduced jail time (Aidala et al., 2014) and reductions in expenditures for Medicaid claims (Culhane et al., 2002). For example, if the control group experiences an average of 50 days in jail, we can attribute effects to the program if the treatment group experiences 31 percent fewer days, or an average of 34.5 days, in jail. In Table 8, we show minimum detectable effect sizes for possible outcomes of a binomial variable with 80 percent power in a two-tail test at the traditional 0.05 significance level. The effect size puts differences in outcomes in percentage terms. From the earlier equations, the percentage difference ITT estimate will be calculated as $\frac{\pi_Y}{Y_C}$. As can be seen, even at a 75 percent take-up rate, the current design can be expected to allow us to detect effect sizes of 31 percent at the 0.05 significance level, which the literature suggests is reasonable to expect for the outcomes of interest. Should program take-up be a larger issue, the effect size needed among the treated group in program housing will increase, since we assume the effect for those in the treatment group who do not take up housing will be zero. The effect sizes listed for the TOT in the last column of Table 8 come from a Bloom (1984) adjustment to the ITT estimate, which is a conservative approximation of the IV estimates of the TOT, as described earlier. The estimates in Table 8 are conservative for both the ITT and TOT because they do not reflect regression-based estimates. Regressions in the ITT and in the IV equation should improve the precision of our estimates, allowing us to identify smaller effects.

TABLE 8

Minimum Detectable Effect Sizes

Control Group	Treatment Group	Number Treated	Take-up (%)	Effect Size for ITT	Effect Size for TOT
125	125	125	100	0.36	0.36

167	167	125	75	0.31	0.41
208	208	125	60	0.28	0.46
250	250	125	50	0.25	0.50
291	291	125	43	0.23	0.54
338	338	125	37	0.22	0.59

Notes: Calculations are based on the following assumptions: Alpha is 0.05, 80% power, a two-tailed test, and R-squared of 0;
ITT = intent to treat; TOT = treatment on the treated

Data Security and Ownership

Data Security

Data will be provided via Secure File Transfer Protocol (SFTP) with password protection. This is the *only* acceptable method of providing data. The following methods are unacceptable: plain text e-mail, U.S. Postal Service with unencrypted CD-ROM, unsecure File Transfer Protocol (FTP), and all other methods that are not mentioned above.

Urban staff members will use PGP software to encrypt the administrative data file and password protect the hard drive. If we need to make backup copies of restricted data files, we will encrypt the files before the backup takes place. All restricted data and extracts will be encrypted. All backups of data onto CDs or DVDs will be stored in a locked file cabinet in the researcher's office. Only research staff members who have signed confidentiality pledges will be allowed to access the data.

We will treat all data derived from restricted data in the same manner as the original restricted data. Data derived from restricted data include, but are not limited to, subsets of cases or variables from the original restricted data, numerical or other transformations of one or more variables from the original restricted data, and new variables constructed from the original data.

Data Ownership

Urban will have full ownership of all data we collect for this study. We are bound by Urban Institute institutional review board (IRB)-approved standards of confidentiality and will not be able to turn over raw data to the City of Denver, Denver PFS, LLC, investors or any other stakeholders. In the event any of these entities requests an audit of the data to verify the outcomes reported by Urban, the requesting entity may select and fully pay for a qualified independent researcher to travel to Urban and conduct an audit of the data needed to verify the outcomes tied to the SIB payment triggers. The qualified independent researcher must sign the confidentiality pledge signed by all members of the research team and would operate under the same IRB standards of confidentiality as the research team. The qualified independent researcher would have access to only the data outlined in Table 9 for verifying the outcomes tied to the SIB payment triggers.

TABLE 9

Data for Outcome Verification for SIB Payment Triggers

Data Source	Measures
MHCD and CCH program data	<ul style="list-style-type: none"> ■ Unique research ID ■ Random assignment date ■ Client housing screen outcome and date ■ Client agreement to housing and date ■ Voucher application outcome and date ■ Voucher issuance date ■ Voucher denial date ■ Voucher denial reason ■ Lease-up date ■ Voucher loss reason and date
Denver Sheriff Department	<ul style="list-style-type: none"> ■ Unique research ID ■ Jail entry date ■ Jail exit date ■ Facility
Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing	<ul style="list-style-type: none"> ■ Unique research ID ■ Beneficiary and provider enrollment ■ Service utilization ■ Claims and managed care data ■ Expenditure data

In the event that Urban’s role as the independent evaluator is terminated and a new independent evaluator is selected, new data-sharing agreements must be negotiated between the new independent evaluator and each of the agencies from which data were collected before Urban can turn over any data to the new independent evaluator. It will be incumbent on the new independent evaluator to ensure that any necessary confidentiality and data security protocols are in place such that new data-sharing agreements can be signed with each administrative data agency to allow Urban to turn over any data already collected to the new independent evaluator.

Reports and Findings

Final reports and findings will be presented in aggregate form only. No data will be presented in such a way that individuals could be identified. Frequencies and cross-tabulations will be sufficiently aggregated to protect individuals from identification through unique combinations of sensitive information and geographic identifiers. We may impose other restrictions based on our assessment of the data. All outcome reports as outlined in Table 11 will be publically available, including findings from the implementation study. Urban may broadly disseminate publically available findings through a variety of communication strategies, in collaboration with H2H partners and according to an agreed upon H2H communications protocol.

Destruction of Data

All data maintained online in the randomization tool database will be cleared within a month of completing random assignment. All data will be destroyed by September 2029, or two years after the final project windup. The Urban Institute will use PGP data encryption software to permanently destroy all data sets in a way that renders them unreadable.

Project Monitoring and Outcome Reports

Project Monitoring

For project monitoring purposes, the Urban Institute will maintain a biweekly engagement dashboard (Appendix A) and a monthly pipeline dashboard (Appendix B). Data for these dashboards will be collected at least biweekly from CCH and MHCD as specified in the data-sharing agreements with each service provider. The biweekly engagement dashboard will track individual-level data on participant engagement and on enrollment in the program. Those data will be used by the service providers and Urban Institute to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City and SPV. The process for project monitoring will follow the schedule outlined in Table 10.

TABLE 10

Project Monitoring Reports

Report Name	Frequency and Distribution	Description	Source
Engagement Dashboard	Biweekly—data dashboard due to Urban on the 15th and 30th of each month	Individual-level data of client engagement and enrollment	CCH, MHCD, Urban
Pipeline Dashboard	Monthly—data dashboard due to the City on the 15th of each month	Aggregate number of referrals, assignments and housing outcomes	

Note. CCH = Colorado Coalition for the Homeless; MHCD = Mental Health Center of Denver

Outcome Reports

Urban will submit outcome reports on housing stability starting in December 2021 and continuing annually thereafter, as indicated in Table 11, through the end of the project in June 2027. Urban will report outcome measurements on jail days for interim and final payment purposes in December 2023 and June 2027. Outcome measurement for net reduction in federal expenditures will be reported in the final evaluation report in June 2027. Outcome reports will be structured similarly to those provided to the Governance Committee for the related Denver SIB (Cunningham et al., 2018a), including updates on project implementation (Cunningham et al., 2018b). The final outcome report for SIPPRF funding will be structured

similarly to the steps and tables outlined in the Outcome Valuation Attachment of the H2H SIPPRA application. All outcome reports will be delivered to the City and SPV by the 15th of the last month of the quarter, as outlined in Table 11. The final outcome report will be delivered to the federal government in June 2027.

TABLE 11

Outcome Reports

Outcome Report Delivered	Period of Project Under Evaluation, Housing Stability	Housing Stability Outcomes Observed Through	Period of Project Under Evaluation, Jail Days	Jail days Outcomes Observed Through	Period of Project Under Evaluation, Federal Outlays	Federal Outlay Outcomes Observed Through
12/15/21	Q1–6	9/30/21				
12/15/22	Q7–10	9/30/22				
12/15/23	Q11–14	9/30/23	Q1-14	9/30/23	Q1-14 ^a	9/30/23 ^a
12/15/24	Q15–18	9/30/24				
12/15/25	Q19–22	9/30/25				
12/15/26	Q23–26	9/30/26				
6/15/27	Q27–28	3/31/27	Q1-28	3/31/27	Q1-28	3/31/27

Notes: Urban’s ability to produce reports on time is dependent upon receiving accurate data from providers and other data- sharing agencies. Urban may request reasonable extensions for data delivery delays. Payment dates will be adjusted accordingly.^a This report will be an initial analysis of federal expenditures for an early cohort of participants and will not be used for payment purposes.

Appendix A. Biweekly Engagement Dashboard

ID	Random Assignment Date	Located	Date First Located	Number of Contacts	Date of Last Contact	Date of Last Attempt to Engage
Unique research identifier	Random assignment date	Client was located (Y/N)?	Date first contact with CCH/MHCD	Number of contacts with the client before agreement to housing	Date of last contact before agreement to housing	Date of last attempt to contact before agreement to housing

Passed Housing Screen	Date of Housing Screen	Agreed to Housing	Date Agreed to Housing	Packet Approved	Date of Packet Approval	Case Manager
Client passed SIB eligibility housing screen (Y-Chronic, Y-SIB definition, No)?	Date client passed housing screen	Agreed to housing (Y/N)?	Date client agreed to housing	Voucher application approved (Y/N)?	Date of voucher application approval	Name of case manager

Housing Orientation	Date of Orientation	Housing Lease-Up	Housing Subsidy Source	Date of Lease-Up	Date of AL Occupancy	Housing Type Assignment	Housing Type Reason
Housing orientation completed (Y/N)?	Date housing orientation completed	Housing lease-up outcome: Yes; No, still looking; No, voucher expired; No, lost voucher; No, other?	Housing subsidy source: SIB subsidy, COC voucher, DHA voucher, CDOH voucher	Date of housing lease-up	Date of AL occupancy agreement	Single-site, scatter site, assisted living?	Is there any specific reason the individual was placed in the housing type (choice, sex offender status, eligibility issue, need?)

Clinical Intake	Date of Intake	Date of AL Exit	Planned Housing Exit	Date of Planned Housing Exit	Unplanned Housing Exit	Date of Unplanned Housing Exit
Clinical intake completed (Y/N)?	Date clinical intake completed	Date of AL exit or date participant was away from AL for 90+ days	Exited housing for: other permanent housing, residential treatment, prior offense incarceration, death? Leave blank if no exit.	Date of planned housing exit	Exited housing for: voluntary voucher loss, lease violation voucher loss, other voucher loss? Leave blank if no exit.	Date of unplanned housing exit

Appendix B. Monthly Pipeline Dashboard

	Total	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sept-20	Oct-20
Referrals								
Total on eligibility list								
Eligible individuals identified								
<i>Arrest</i>								
<i>Police contact</i>								
<i>Jail</i>								
Eligible individuals randomized								
Control								
Treatment								
# Not found								
# Found								
<i>Failed housing screen</i>								
Passed housing screen								
<i>Agreed to housing</i>								
<i>Refused program</i>								
<i>Found ineligible for voucher</i>								
Housing								
# Available slots								
# Issued voucher								
# Not leased up								
<i>Still looking for housing</i>								
<i>Voucher expired</i>								
<i>Lost voucher</i>								
<i>Other</i>								
# Leased up								
# Exited housing								
Planned exit event								
<i>Other permanent housing</i>								
<i>Residential treatment/other care</i>								
<i>Prior offense incarceration</i>								
<i>Death</i>								
Unplanned exit event								
<i>Lost voucher—voluntary</i>								
<i>Lost voucher—lease violation</i>								
<i>Lost voucher—incarceration</i>								
<i>Lost voucher—other</i>								

Appendix C. SIB Housing Screen

Client Name: _____

HUD defines a Chronically Homeless person as: an unaccompanied homeless person (a single homeless person who is alone and is not part of a homeless family and not accompanied by children).

Part I. Disabling Condition (Check appropriate box(es)):

- ☐ A diagnosable substance abuse disorder
- ☐ A serious mental illness
- ☐ A developmental disability
- ☐ A chronic physical illness or disability, including the co-occurrence of two or more of these conditions.

Acceptable forms for documenting a person's disability status are as follows and must be completed by a knowledgeable professional: *(One of the following must be obtained)*

- ☐ Med-9
- ☐ SSDI/SSI/TPQY Statement (within 45 Days of paperwork submitted)
- ☐ Signed Disability Verification Form
- ☐ Signed Letter (on Letterhead) from social service agency confirming disability
- ☐ Hospital Record stating disability or mental health diagnosis

Part II. Literally Homeless Status (Check ONE):

- ____ is living in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street).
VERIFICATION: Statement of situation and signature of current service provider.
- ____ is staying at an emergency shelter for homeless persons or safe haven.
VERIFICATION: Statement of situation and signature of shelter staff.
- ____ is in rapid re-housing or supportive housing for homeless persons and was originally chronically homeless and came from the streets or emergency shelters; and/or in any of the above places but is spending a short time (up to 90 consecutive days) in a hospital or other institution.
VERIFICATION: Statement of situation and signature of rapid re-housing/ supportive housing staff.
- ____ is exiting an institution where they resided for 90 days or less AND were residing in emergency shelter or place not meant for human habitation immediately before entering institution.
- ____ is an individual fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions related to violence, who has no identified subsequent residence; AND lacks the resources and support networks needed to obtain other permanent housing.

Part III. Chronically Homeless Status (Check ONE):

☐ The individual has been continuously homeless for a year or more.

☐ The individual has had four (4) episodes of homelessness in the last three (3) years that total at least 12 months (3 months self-report; 9 months 3rd Party Verification)

Part II or III is supported by Third Party Certification, which includes dates and locations of homelessness, from one or more of the following: *Check ALL that apply.* This third party or narrative verification should include dates and locations of episodes of homelessness. Verification Levels should be attempted in order from 1 through 4. Narrative should include date(s) attempted for third-party verification and date(s) completed as appropriate.

First Level of Verification

- ☐ Signed Third Party letter (s) on agency letterhead from a shelter worker, homeless service provider, outreach worker, other healthcare or human service provider attesting to homelessness. Print outs from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Second Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of phone/in person/email conversations with a shelter worker, homeless service provider, outreach worker, other health care or human service provider attesting to homelessness. Printouts from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Third Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of their observations of the client's housing history attesting to homelessness. Housing history should include length of stay at each place during the past 4 years if possible. Printouts from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Fourth Level of Verification

- ☐ Signed & notarized written documentation by client of their homelessness status along with a housing history showing episode(s) of homelessness during the past 4 years.

Staff Name: _____ Staff Title: _____

Organization: _____

Signature: _____ Date: _____

Instructions: This Homelessness History Summary provides a suggested timeline to be used by individuals who receive funds for programs targeted to chronically homeless persons. It may be used to analyze whether or not the chronology of a homeless person's history meets the time frame for the definition of chronic homelessness.

Client Name:

Time period	Whereabouts	Documented?

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Schedule 2: Special Award Conditions

Award Number: [To be added when federal obligation is recorded]

Name of Grant Recipient: The City and County of Denver, Colorado ("Denver")

Special Award Condition 1: Within 90 days of the Federal Award Date, Denver must submit to Treasury evidence, satisfactory to Treasury, that it maintains written policies and procedures for meeting the internal controls requirements set forth in 2 C.F.R. §§ 200.302 and 200.303.

Reason: Treasury conducted a pre-award risk review of Denver that disclosed Denver had a significant deficiency in its internal controls over its federal awards per its 2019 Single Audit report. Specifically, the audit report provides that there were errors in the accounting for grants receivable or unearned grants revenue at the Denver Department of Human Services, the Department of Finance, the Department of Transportation, and the Department of Housing and Stability. Specifically, the Department of Housing and Stability overstated unearned grant revenue balances as of year-end for six grants. Treasury will need to review Denver's policies and procedures to ensure it has the necessary internal controls in place to adequately carry out the requirements of the grant.

Special Award Condition 2: Within 90 days of the Federal Award Date, Denver must submit to Treasury revised SF-424 and SF-424A forms related to this Notice of Award. The revised SF-424 and SF-424A forms shall become part of this grant agreement.

Reason: Treasury conducted a pre-award review of Denver's application and determined that the SF-424 and SF-424A forms did not adequately distinguish between this award and the award issued simultaneously herewith related to the Independent Evaluator.

Special Award Condition 3: By not later than March 15, 2022, Denver must submit to Treasury the names of each investor that executed an agreement to provide financing to support the implementation of the intervention described in the Project Plan, the amount(s) that each investor agreed to provide, and a statement from Denver that it has sufficient financing to support the implementation of its intervention as described in its Project Plan.

Reason: Prior to acceptance of the Project Grant, Denver's SIPRA team indicated that it was working to finalize financing agreements with its partners and/or investors and that such agreements would likely not be finalized until sometime after the Federal Award Date. Treasury needs to verify that Denver has obtained adequate financing from its partners and/or investors to support the implementation of its intervention as described in its Project Plan.

Schedule 3: Application (Original application, other supporting documents, answers to Council questions, updated outcome valuation, assurances, certifications, and statement for Title VI pre-award compliance)

Denver SIPPRA Application

Schedule 3: Application (Original Application, other supporting documents, answers to Council questions, updated outcomes valuation, assurances, certifications, and statements 1-3, and 4 for Title VI pre-award compliance)

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

05/21/2019

4. Applicant Identifier:

City and County of Denver

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City and County of Denver

* b. Employer/Taxpayer Identification Number (EIN/TIN):

84-6000580

* c. Organizational DUNS:

0341087580000

d. Address:

* Street1:

201 W. Colfax Avenue

Street2:

* City:

Denver

County/Parish:

* State:

CO: Colorado

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

80202-5330

e. Organizational Unit:

Department Name:

Department of Finance

Division Name:

Chief Financial Officer

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Josh

Middle Name:

M.

* Last Name:

Rohmer

Suffix:

Title:

Project Manager

Organizational Affiliation:

City and County of Denver, Department of Finance

* Telephone Number:

720-913-0811

Fax Number:

* Email:

josh.rohmer@denvergov.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

C: City or Township Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of the Treasury

11. Catalog of Federal Domestic Assistance Number:

21.017

CFDA Title:

Social Impact Partnerships to Pay for Results Act (SIPRA)

* 12. Funding Opportunity Number:

UST-SIPRA-2019-001

* Title:

Social Impact Partnerships to Pay for Results Act Demonstration Projects

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

1259-City_Of_Denver_Map.jpg

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Denver Housing to Health Pay for Success Program (H2H)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="6,004,038.00"/>
* b. Applicant	<input type="text" value="7,725,281.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="13,729,319.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. SIPRA Grant	21.017	\$ 0.00	\$ 0.00	\$ 6,004,038.00	\$ 7,725,281.00	\$ 13,729,319.00
2.						
3.						
4.						
5. Totals		\$ 0.00	\$ 0.00	\$ 6,004,038.00	\$ 7,725,281.00	\$ 13,729,319.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	SIPPRA Grant				
a. Personnel	\$ 0.00	\$	\$	\$	\$ 0.00
b. Fringe Benefits	0.00				0.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	0.00				0.00
f. Contractual	13,729,319.00				13,729,319.00
g. Construction	0.00				0.00
h. Other	0.00				0.00
i. Total Direct Charges (sum of 6a-6h)	13,729,319.00				\$ 13,729,319.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 13,729,319.00	\$	\$	\$	\$ 13,729,319.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	SIPPRA Grant	\$ 7,725,281.00	\$ 0.00	\$ 0.00	\$ 7,725,281.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 7,725,281.00	\$ 0.00	\$ 0.00	\$ 7,725,281.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
14. Non-Federal	\$ 600,395.00	150,099.00	150,099.00	150,099.00	150,098.00
15. TOTAL (sum of lines 13 and 14)	\$ 600,395.00	150,099.00	150,099.00	150,099.00	150,098.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	SIPPRA Grant	\$	\$	\$	\$ 6,004,038.00
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$ 6,004,038.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks: In Section E, the Funding Period for Federal Funds is actually after Year 7.	

Denver Housing to Health (H2H) Pay for Success project

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SF-424 Application for Federal Assistance	Grants.gov
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Table of Contents	Grants.gov, Optional Project Narrative Attachment Form
Abstract/Executive Summary	Grants.gov, Project Abstract
Project Narrative (executive summary is uploaded in grants.gov under abstract)	Grants.gov, Mandatory Project Narrative Attachment Form
Project Timeline	Grants.gov, Project Narrative Attachment Form
SF-LLL Disclosure of Lobbying Activities	Grants.gov
Grant.gov Lobbying Form	Grants.gov
SF-424 B Assurance for Non-Construction Programs	Grants.gov
Project Budget	Grants.gov, Mandatory Budget Narrative Attachment Form
Project budget narrative	Grants.gov, Optional Budget Narrative File
Signed Letter of Intent	Grants.gov, Optional Project Narrative Attachment Form
Draft Partnership Agreement, with Summary	Grants.gov, Optional Project Narrative Attachment Form

List of Exhibits to the Partnership Agreement (all actual exhibits are in the draft Partnership Agreement) <ul style="list-style-type: none"> • Definitions • Evaluation Plan • Funding Plan and Project Budget • Scope of Work <ul style="list-style-type: none"> ○ Independent Evaluator ○ Project Manager ○ Fiscal Agent ○ Service Provider, Colorado Coalition for the Homeless ○ Service Provider, Mental Health Center of Denver • Minimum Housing to Health Social Impact Fund Balance • Operating and Governance Committee Members • Unit Lease-Up Schedule 	Grants.gov, Optional Project Narrative Attachment Form
Partner Qualifications–Intermediary, Corporation for Supportive Housing and Enterprise Community Partners	Grants.gov, Optional Project Narrative Attachment Form
Partner Qualifications–Service Provider, Colorado Coalition for the Homeless	Grants.gov, Optional Project Narrative Attachment Form
Partner Qualifications–Service Provider, Mental Health Center of Denver	Grants.gov, Optional Project Narrative Attachment Form
Partner Qualifications–Applicant, City of Denver	Grants.gov, Optional Project Narrative Attachment Form
Independent Evaluator Qualifications	Grants.gov, Optional Project Narrative Attachment Form
Evaluation Design Plan	Grants.gov, Optional Project Narrative Attachment Form
Independent Evaluator Contract and Amendatory Agreement	Grants.gov, Optional Project

	Narrative Attachment Form
Outcome Valuation	Grants.gov, Optional Project Narrative Attachment Form
Letters of Support <ul style="list-style-type: none"> • Colorado Health Foundation • Gary Community Investments • Colorado Department of Health Care Policy & Financing • Denver Foundation • Denver Health and Hospital Authority • Maycomb Capital • Northern Trust 	Grants.gov, Optional Project Narrative Attachment Form
Key Contacts	Grants.gov

Denver Housing to Health (H2H) Pay for Success project

Executive Summary

The City and County of Denver's Department of Finance (DOF), its intermediary—a special purpose vehicle to be created and jointly managed by the Corporation for Supportive Housing and Enterprise Community Partners—and its service provider partners, the Colorado Coalition for the Homeless and Mental Health Center of Denver, propose the Denver Housing to Health (H2H) Pay for Success project. H2H will provide permanent supportive housing and services using a modified assertive community treatment model with wraparound support to 125 randomly assigned homeless individuals who have a record of at least eight arrests over the past three years in Denver County, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health).

The City of Denver's Social Impact Partnership to Pay for Results Act (SIPPRA) demonstration project will allow its investors to be repaid in part with U.S. Department of the Treasury funds if it achieves its SIPPRA outcome of reducing net Medicaid and Medicare expenditures. H2H's theory of change is that providing permanent supportive housing serves as a health intervention because it allows individuals experiencing chronic homelessness to avoid injuries and illnesses that come with living on the streets, and it allows a care team to provide services that promote individuals' access to needed physical and behavioral health care while avoiding expensive and avoidable emergency services and detoxification centers—reducing federal health care outlays.

To evaluate the impact of placing medically fragile individuals experiencing homelessness in permanent supportive housing and how it affects Medicaid and Medicare expenditures, the Urban Institute (H2H's independent evaluator) will randomize 250 individuals into the project—125 to the treatment group and 125 to the control group. The Urban Institute will then conduct a randomized controlled trial to analyze the specific types and costs of outpatient office-based care provided in the community, especially substance use disorder services, and the project's effect on net federal health care expenditures compared with care as usual. H2H has interest from investors who will contribute \$10,603,472 to pay for the project's services and will be reimbursed, in part, if this project proves to be successful at reducing net federal health care expenditures—all while improving the health and wellbeing of these vulnerable individuals. In addition to this SIPPRA outcome, the Urban Institute (Urban) will assess this project's ability to sustain housing stability and decrease the number of days participants spend in jail, which will determine payments the City of Denver will make to investors.

Denver Housing to Health (H2H) Pay for Success project

Project Narrative

The outcome goals of the project and rigorous evidence demonstrating that the intervention can be expected to produce the desired outcomes.

The Denver Housing to Health (H2H) Pay for Success project will leverage the infrastructure and partnership established for Denver's pay-for-success Social Impact Bond (SIB), which seeks to break the community-to-jail cycle by increasing housing stability and decreasing jail time among individuals who are high users of the city's resources and experiencing homelessness. Launched in 2016, the five-year Denver SIB is one of the first supportive housing programs funded through the financing mechanism of a social impact bond. To date, the SIB is demonstrating exceptional results for the clients, the investors and the city. The SIB's service partners—Mental Health Center of Denver (MHCD) and Colorado Coalition for the Homeless (CCH), who are also the partners for the proposed project—provide a combination of permanent supportive housing with wraparound services, such as mental health counseling, to help people improve their stability. The Urban Institute serves as the SIB's external evaluator and is conducting a randomized controlled trial (RCT) to measure participants' housing stability and their days spent in jail compared with people who receive services as usual in the community. *Three years into the five-year project, 85% of the 285 participants remain in housing. After one year in housing, 44% of participants did not return to jail, meaning they had a significantly lower number of jail days than members of the target population had before their referral to the program.* Though a large share of individuals in the project still have gone to jail, averaging 34 days per year, the number is significantly lower than the estimated 77 average jail days for this target population in the absence of housing, based on data prior to the SIB. To date, the City has paid a total of \$1,025,968 to its eight private investors based on the program's outcomes (those investors contributed \$8.6 million to the program). Based on these results, the City of Denver committed an additional \$2.4 million in funding to expand the program from serving 250 people to 325 in 2018. The program also uses \$2.7 million in federal Low-Income Housing Tax Credits (\$27 million over 10 years) and over \$3.2 million in gap financing provided by the City and State to fund the newly constructed SIB-designated buildings. Denver expects to save between \$3 million and \$15 million by alleviating the homelessness-jail cycle.

Using this same infrastructure that was built for the Denver SIB, H2H will serve a new target population—homeless individuals who have a record of at least eight arrests over the past three years in Denver County, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). H2H's theory of change is that net Medicaid and Medicare expenditures will be reduced by providing this population with supportive housing with a modified assertive community treatment (ACT) model with wraparound support. The intermediate outcome goals of this intervention are:

- Increased housing stability (reduction in homelessness)
- Decreased police contacts (reduced alcohol and drug use, trespassing, panhandling)
- Increased access to health services (mental and physical health care, substance abuse treatment, and preventive, office-based care).

The long-term outcomes of this intervention are:

- Improved health (decreased severity of illness, improved mental and physical health)
- Increased access to health services (resulting in decreased visits to detoxification centers and decreased avoidable emergency room and hospital visits)
- Decreased criminal justice involvement (fewer arrests and jail days).

These goals will lead to the intended program SIPBRA payment outcome of reducing net federal health care expenditures. The Colorado Department of Health Care Policy and Financing, which manages Medicaid for the state, has agreed to partner with this project's applicant, the Denver Department of Finance (DOF), by providing access to the data needed to determine whether this outcome is met (see its attached letter of commitment). H2H's other intended outcomes include decreased arrests and fewer jail days, but payments associated with those outcomes will be covered by the City and County of Denver, similar to the existing SIB.

DOF and H2H's investors are confident that this work will result in net federal Medicaid and Medicare savings based on the impact that SIB is already having on federal health care expenditures. Early data from Urban's evaluation of SIB demonstrate that in addition to improving housing stability and reducing jail stays, SIB is having an impact on health service utilization by increasing preventative office-based care and lowering the use of high-cost services such as emergency room visits and inpatient hospital admissions.¹ These shifts in health service utilization result in a net decrease in claims billed to Medicaid and Medicare, which are largely paid by the federal government.

In addition to the evidence produced from SIB, other studies also suggest the intervention could have a significant impact on health outcomes, and that a decrease in high-cost services such as stays in detoxification centers and avoidable emergency department services will likely be a significant source of cost savings for multiple systems. Existing evidence demonstrates the positive impact of supportive housing on health outcomes:

- Five studies found significant reductions in the *cost of care* for participants in supportive housing.² One study found an average 32% reduction of inpatient Medicaid claims, along with an increase in outpatient Medicaid claims.³ Cost savings were driven by decreased use of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services.

¹ Cunningham, M. Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O'Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

² Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement 'FUSE' Initiative*. New York, NY: Columbia University Mailman School of Public Health.; Martinez, T., & Burt, M. (2006). Impact of permanent supportive housing on the use of acute care health services by homeless adults. *Psychiatric Services*. 57 (5); Culhane, D. Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13(1): 107-63.; Larimer, M., Malone, D., Garner, M., Atkins, D., & Burlingham, B. (2009). Health care and public service use and costs before and after provision of housing for chronically homeless persons with severe alcohol problems. *JAMA*. 301(13): 1349-57; and Flaming, D., Lee, S., Burns, P., & Sumner, G. (2013). *Getting home: Outcomes from housing high cost homeless hospital patients*. Los Angeles, CA: Economic Roundtable.

³ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13 (1): 107-63.

- Several studies found *use of emergency rooms*, for both avoidable and unavoidable visits, decreased with the provision of supportive housing.⁴
- Five matched comparison and pre-/post- studies found reductions in *psychiatric hospitalizations* for individuals in supportive housing.⁵
- One study found a large decrease in *residential alcohol and drug treatment days*, with the intervention group avoiding residential treatment completely.⁶
- A supportive housing intervention group in a randomized study of U.S. Department of Housing and Urban Development–VA Supportive Housing (HUD-VASH) had reduced costs for residential treatment for substance use.⁷

Taken together, the existing literature suggests that stable housing may reveal health concerns and increase certain types of health care services, that at an earlier, less severe stage would be less expensive to treat than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that increases continuity of care and limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to effective care management suggests decreased severity or burden of illness and increased wellbeing, as well as more effective use of health care services and resources. H2H’s randomized controlled trial evaluation (RCT) will deepen the evidence base on the effectiveness of supportive housing in reducing Medicaid and Medicare expenditures.

The project timeline, including the project intervention period

DOF is requesting a seven-year intervention period to provide Urban with the maximum allowed period of time in which to evaluate the impact of this project on its SIPBRA outcome of reduced net federal health care expenditures. The timeline (separate attachment) reflects assumptions

⁴ Martinez, T., & Burt, M. (2006). Impact of permanent supportive housing on the use of acute care health services by homeless adults. *Psychiatric Services*. 57 (5); Sadowski, L., Kee, R., VanderWeele, T., & Buchanan, D. (2009). Effect of a housing and case management program on emergency department visits and hospitalizations among chronically ill homeless adults: A randomized trial. *JAMA*. 301 (17): 1771–1778.; Seligson, L.A., Lim, S., Singh, T., Laganis, E., Stazesky, E., Donahue, S., Lanzara, C., Harris, T., Marsik, T., Greene, C., Lipton, F., Myers, R., & Karpa, A. (2013). *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York, NY: New York City Department of Health and Mental Hygiene, New York City Human Resources Administration, and the New York State Office of Mental Health.; and Mondello, M., Gass, A., McLaughlin, T., & Shore, N. (2007). *Cost of homelessness: Cost analysis of permanent supportive housing*. Portland, Maine: Shalom House, Inc., ABG Consulting, and University of New England.

⁵ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement ‘FUSE’ Initiative*. New York, NY: Columbia University Mailman School of Public Health.; Seligson, L.A., Lim, S., Singh, T., Laganis, E., Stazesky, E., Donahue, S., Lanzara, C., Harris, T., Marsik, T., Greene, C., Lipton, F., Myers, R., & Karpa, A. (2013). *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York, NY: New York City Department of Health and Mental Hygiene, New York City Human Resources Administration, and the New York State Office of Mental Health.; Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13(1): 107-63.; King County Department of Community and Human Services. (2013). *Impact of supported housing on acute care and jail utilization*. Retrieved from https://www.kingcounty.gov/~media/health/MHSA/documents/130828_PSH_impact_final_6_17_13.ashx; and Mondello, M., Gass, A., McLaughlin, T., & Shore, N. (2007). *Cost of homelessness: Cost analysis of permanent supportive housing*. Portland, Maine: Shalom House, Inc., ABG Consulting, and University of New England.

⁶ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement ‘FUSE’ Initiative*. New York, NY: Columbia University Mailman School of Public Health.

⁷ Rosenheck, R., Kaspro, W., Frisman, L., & Liu-Mares, W. (2003). Cost-effectiveness of supported housing for homeless persons with mental illness. *Archives of General Psychiatry* 60(9): 940-951.

about the time required to finalize all required contracts with the U.S. Department of the Treasury, hire and train staff to launch the project, and execute the partnership agreement.

A description of each intervention in the project and anticipated outcomes of the intervention

Two service providers, the Colorado Coalition for the Homeless (CCH) and the Mental Health Center of Denver (MHCD) will deliver the following interventions to 125 clients randomly assigned to the treatment group: supportive housing, modified assertive community treatment (ACT) and case management that includes evidence-based motivational interviewing and trauma-informed care. The experience and expertise of CCH and MHCD are described in the attachments describing the service providers' qualifications.

Permanent Supportive Housing: Overwhelming evidence shows that supportive housing is effective for chronically homeless adults who are frequent and costly users of public systems, and that the cost of the program can be offset by its benefits.⁸ Supportive housing is an evidence-based intervention that provides housing plus intensive case management and connects clients with community services, including primary health care.⁹ Supportive housing has shown reductions in the use of publicly funded crisis services such as jails, emergency rooms, and hospitalizations through numerous studies.¹⁰ While a chronically homeless person costs taxpayers an average of \$35,578 per year, supportive housing reduces that cost by 49.5%. Supportive housing costs on average \$12,800, creating a net savings of approximately \$4,800 per year.¹¹ Data from the SIB also demonstrates that supportive housing can produce better health outcomes and reduce health care costs by providing more consistent, appropriate and preventative care for individuals experiencing homelessness. Because once individuals are housed, they are more likely to avoid injury and access needed preventative physical and behavioral health care before more expensive care is required, and less likely to be arrested for crimes associated with homelessness, e.g., public intoxication, public nuisance, panhandling or trespassing. Past research indicates that the joint provision of housing and services increases housing stability, improves mental and physical health, and decreases the number of low-level offenses, leading to several desired outcomes for high-cost public systems, namely, decreases in arrests, detoxification visits and use of emergency medical services.¹² Research that focuses on housing stability finds that as many as 80% of chronically homeless individuals who receive supportive housing remain housed after one year and that shelter use significantly decreases

⁸ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate*. 13(1); and Perlman, J., & Parvensky, J. (2006). *Denver Housing First Collaborative: Cost benefit analysis and program outcomes report*. Retrieved from https://shnny.org/uploads/Supportive_Housing_in_Denver.pdf.

⁹ Corporation for Supportive Housing. (2015). *Evidence and research*. Retrieved from <https://www.csh.org/supportive-housing-101/data>; and National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹⁰ National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹¹ National Alliance to End Homelessness. (2015). Ending chronic homelessness saves taxpayers money. Retrieved from <https://endhomelessness.org/resource/ending-chronic-homelessness-saves-taxpayers-money>.

¹² Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). Frequent Users Service Enhancement 'FUSE' Initiative: New York City FUSE II Evaluation Report.; and Larimer, M. E., Malone, D. K., Garner, M. D., et al. (2009). Health care and public service use and costs before and after provision of housing for chronically homeless persons with severe alcohol problems. *JAMA*. 301(13): 1349-1357.

among supportive recipients.¹³ In addition, studies find that after a year in supportive housing, participants have fewer days in jail than they did before their stay in supportive housing.¹⁴ Indeed, evidence from Denver's 2016 SIB reveals a significant reduction in the number of days in jail when comparing the treatment group with the control group. The use of supportive housing for people with mental health issues who were experiencing chronic homelessness in New York City resulted in a reduction in service usage and in the city's overall spending on services.¹⁵ Other research has found that people placed in supportive housing generate fewer jail costs than those who are not placed in supportive housing.¹⁶ The Housing First supportive model, which H2H will use, offers a way to address and manage the needs of this population. Because the model offers no barriers to entry in terms of sobriety or consent to undergo treatment, it allows people to become stabilized so they will be more likely to benefit from the services when they have the intrinsic motivation necessary for those services to be effective. Denver is one of the first cities to pilot this approach through the SIB, and it shows great promise, as previously described.

Once individuals are enrolled in H2H, the service providers, MHCD and CCH, will place them in bridge housing so the service provider can continue to locate them while paperwork is being completed for their permanent unit. While the client is in bridge housing, the service provider will help the client assemble the documents (e.g., government identification) and undergo the steps (e.g., background checks) necessary to get housing vouchers. CCH's bridge housing options include short-term housing, master leases and single occupancy units. Examples of bridge housing options within MHCD's portfolio include congregate living communities and units in buildings owned by MHCD.

Once an individual obtains a housing voucher, they will work with their case manager to determine which available housing option they prefer. CCH and MHCD have a combined housing portfolio that includes more than 1,750 scattered-site housing units (units located throughout the Denver metropolitan area) and 1,890 single-site housing units (units in a provider-owned apartment building), allowing them to provide different types of housing environments to participants based on each client's needs and desires. CCH owns 17 properties, including the 101-unit Renaissance Downtown Lofts, and it recruits and builds relationships with private landlords as well. MHCD's 60-unit Sanderson Apartments will also be available to clients as there is availability. These service provider-owned buildings are designed to be trauma-informed, with bright lighting and open hallways with clear views—reflecting an awareness that living indoors can feel cage-like for chronically homeless people. While most of the housing sites available for this project are scatter-site locations, single-site housing will be leased as it becomes available. To facilitate the comfort of landlords leasing to the target population, service providers will pay participants' rent to landlords directly.

¹³ Byrne, T., Fargo, J., Montgomery, A., Munley, E., & Culhane, D. (2014). The relationship between community investment in permanent supportive housing and chronic homelessness. *Social Service Review* 88 (2): 234–63; and Johnson Listwan, S. & LaCourse, A. (2017). *MeckFUSE pilot project: Process and outcomes evaluation findings*. Charlotte, NC: Mecklenburg County Community Support Services Department.

¹⁴ Aidala, A., McAllister, W., Yomogida, M., & Shubert, V. (2014). *Frequent Users Service Enhancement 'FUSE' Initiative*. New York: Columbia University Mailman School of Public Health.

¹⁵ Culhane, D., Metraux, S., & Hadley, T. (2002). Public service reductions associated with placement of homeless persons with severe mental illness in supportive housing. *Housing Policy Debate* 13 (1): 107–63.

¹⁶ New York City Department of Health and Mental Hygiene. 2013. *New York/New York III supportive housing evaluation: Interim utilization and cost analysis*. New York: Department of Health and Mental Hygiene.

Modified Assertive Community Treatment (ACT): The proposed supportive housing intervention focuses on ensuring that each client not only has housing but also the intensive services needed to address behavioral and physical health issues and other self-sufficiency needs. H2H's service providers will follow a wraparound service approach to overcome the fragmentation of services that exists in the health and human services systems. This fragmentation is characterized by numerous uncoordinated programs (with different administrative structures, rules and eligibility criteria), resulting in delayed service delivery, inadequate responses or, in some cases, failure to provide needed services to this chronically homeless population.¹⁷ ACT is an evidence-based approach used in the Housing First model with proven effectiveness in serving the chronically homeless population. Because the client's needs are often well beyond the scope of what a traditional case manager or treatment provider can provide, the ACT model consists of a multidisciplinary team that strives to meet behavioral health and other needs of clients in order to maximize opportunities for recovery. Among the primary benefits of ACT is its ability to have multiple perspectives for treatment planning and assessment, ongoing collaboration, and planning and evaluation, with the client being an active member of the team. Over 25 years of research on the ACT model has shown it to be a highly effective evidence-based practice. Research has repeatedly demonstrated that it reduces hospitalization, increases housing stability and improves the quality of life for those with severe mental illness.¹⁸ Team members directly provide individualized, flexible and comprehensive treatment, support and rehabilitation services, including illness management and recovery skills, individual supportive therapy, substance abuse treatment, skills training and assistance with daily living activities, assistance with natural support networks, supportive housing and support in accessing benefits, transportation and medical care, prescriptions, administration and monitoring, and peer support. Licensed providers of ACT services at CCH and MHCD will provide the necessary treatment interventions and, in keeping with the model, services will be available by members of the team 24/7.

CCH will enroll 100 clients and MHCD will enroll 25 clients in a modified ACT program, with each provider accepting up to six referrals per month. Based on modified ACT principles and available funding resources, CCH and MHCD will maintain a target staff-to-client ratio of one staff member for every 10 clients and no less than one staff person for every 12 clients. This ratio will allow personalized treatment plans to be developed and intensive services to be offered. Services will be delivered using a team-based model in which team members are in close communication and clients may receive services from any team member depending on their preferences and needs. Exact staffing for each ACT team will vary, but each will include personnel to address the following functions:

1. Team Leader: This person is a full-time leader of the team and a practicing clinician.
2. Psychiatrist/Psychiatric Nurse Practitioner: A psychiatrist or psychiatric nurse practitioner who works on a full-time or part-time basis. The psychiatrist/psychiatric nurse practitioner provides clinical services to all modified ACT clients and works closely with the team leader and team members to monitor clients and direct relevant treatment.
3. Nurse: A part- or full-time nurse who will work to identify and collaborate with medical

¹⁷ Rossman, S. (2001). *Services integration: Strengthening offenders and families, while promoting community health and safety*. The Urban Institute. Retrieved from <https://aspe.hhs.gov/basic-report/services-integration-strengthening-offenders-and-families-while-promoting-community-health-and-safety#References>.

¹⁸ Substance Abuse and Mental Health Services Administration. (2008). *Assertive community treatment: The evidence*. DHHS Pub. No. SMA-08-4344, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services.

personnel for assessment and treatment as an active member of the treatment team.

4. Substance Use Treatment Provider: A full-time staff member with certified expertise in providing treatment for persons with substance use disorders.

5. Peer Specialist: A staff member who is or has been a recipient of mental health services for serious mental illness and/or other lived experience with the homelessness and/or criminal justice systems.

6. Case Managers with expertise as housing counselors, vocational specialists and/or jail/court liaison.

7. Intake Coordinator: A staff member who provides initial outreach and engagement of client, determines program eligibility, completes housing subsidy paperwork and serves as a link to the clinical services team.

8. Housing Counselor: Staff is responsible for addressing the housing needs of program participants, communicating with landlords in the community, mitigating any landlord related issues, and manages housing subsidy.

9. Safety Associate: A full-time staff person that ensures the safety of all program participants, staff, and locations in which services are being administered.

In addition to benefiting the enrolled clients, ACT services are proven to reduce use of costly city/county systems. Cost analyses demonstrate that ACT is cost-effective for patients with extensive prior hospital use,¹⁹ and may provide a more cost-effective alternative to standard case management for individuals with co-occurring substance use disorders.²⁰

CCH's and MHCD's case managers will use evidence-based motivational interviewing to assist clients in engaging and linking with integrated health services, as deemed clinically appropriate and fitting the clients' needs. This approach is designed to help improve health outcomes, address barriers to housing stability, manage mental illness and reduce interaction with the criminal justice system. CCH and MHCD will offer and provide clients with a variety of services as deemed clinically appropriate based on assessed needs. At the outset of each client's engagement in the project, CCH and MHCD will work collaboratively with the client to develop a treatment plan that includes, as appropriate for and desired by each client, intensive case management, integrated health promotion services (e.g., medical, dental, vision and pharmacy services), crisis intervention, trauma-informed behavioral health services (substance use counseling, mental health treatment), peer support, skills building, links to community resources (e.g., food resources, transportation, legal referrals and advocacy), and referrals to other services identified as necessary in each client's treatment plan, e.g., general education programs and/or job-skills training programs. The treatment plan will be developed to be consistent with the principles of client choice, wellness, recovery and cultural appropriateness. The plan will help each client achieve individualized goals in relation to housing, health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity. The treatment plan will specify clinical interventions that will be used to assist clients in meeting identified goals and will define the roles and responsibilities of all parties involved in carrying out the treatment plan. In addition, case managers will enroll clients in Medicaid through Colorado Access, which is Colorado's Medicaid insurer for

¹⁹ Phillips, S., Burns, B., Edgar, E., Mueser, K., Linkins, K., Rosenheck, R., Dake, R., & McDonel Herr, E. (2001). Moving assertive community treatment into standard practice. *Psychiatric Services*, 52(6).

²⁰ Clark, R., Teague, C., Ricketts, S., et al. (1995). Cost-effectiveness of assertive community treatment versus standard case management for persons with co-occurring severe mental illnesses and substance use disorders. *Health Services Research*, 33:1285-1308.

behavioral and physical health care and serves as the regional accountable entity for the Denver area.

CCH and MHCD will also ensure that each client has access to housing counseling services to maximize their tenure in housing, including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. CCH and MHCD will actively communicate with landlords and property managers to advocate on behalf of clients, prevent avoidable evictions, and intervene and mitigate crisis situations.

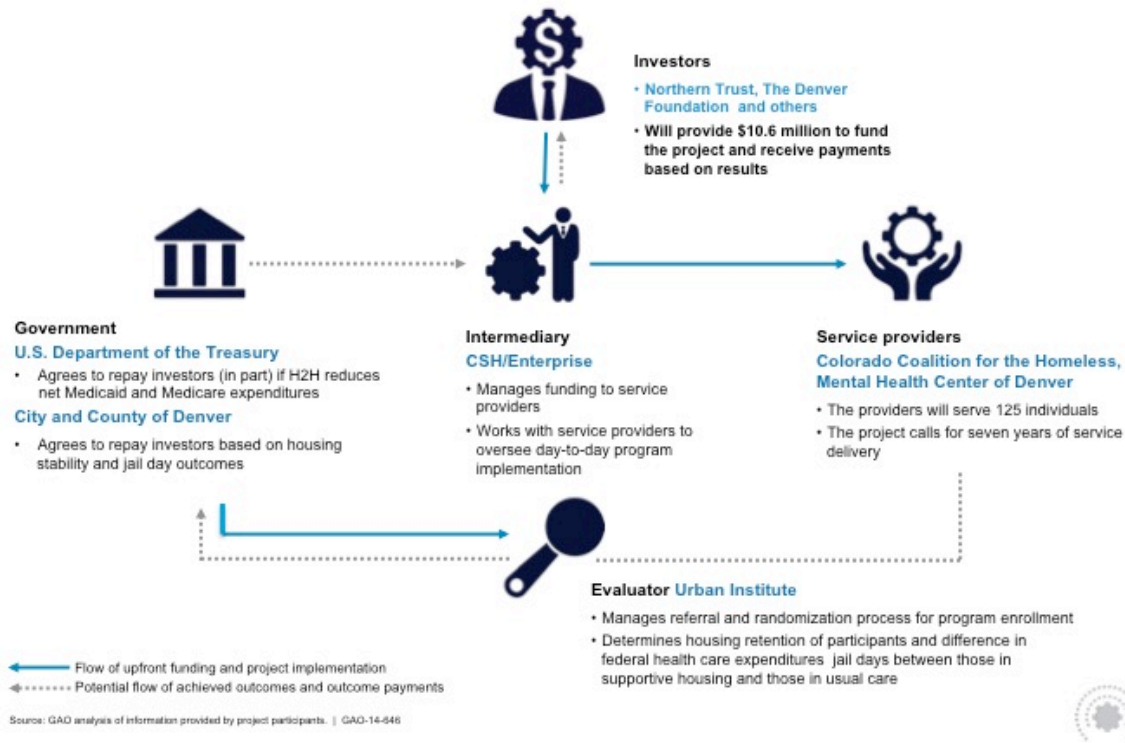
Anticipated outcomes. H2H's anticipated outcome that would qualify for reimbursement to investors through SIPBRA will be a net reduction in the amount of Medicaid and Medicare claim expenditures for the target population enrolled in the treatment group. To determine the amount of any net reductions in federal expenditures for associated Medicaid and Medicare claims, Urban will compare the amounts billed for these claims for the treatment and control groups using individual-level data from Colorado Access, Denver Health and Hospital Authority, and Colorado Department of Health Care Policy and Financing. The appended evaluation design plan and outcome valuation describe the steps that Urban will follow using a difference-in-difference analysis to measure this outcome. The appended outcome valuation also outlines key assumptions Urban will use in its analysis to determine the federal share of changes in amounts billed for Medicaid and Medicare claims and the associated outcome payment from SIPBRA funding based on the net reduction in federal expenditures.

In addition to this payment outcome, Urban will also measure outcomes related to housing stability (housing retention of at least 365 days in housing), percentage reduction in jail bed days, access to preventive care and other health care referrals among the target population enrolled in the treatment group.

A work plan for delivering the intervention through a social impact partnership model, including the proposed payment terms (e.g., the terms of any tiered payment scheme proposed by the applicant) and performance thresholds (i.e., the outcome target or, in the case of a tiered payment scheme, range of targets).

To complete all of the necessary work, H2H's partners include the City, an intermediary, two service providers, investors and an independent evaluator. The graphic below shows the interrelationship between these partners.

Framework for H2H



The table below shows the proposed schedule for placing a total of 125 clients over the course of this seven-year project in permanent supportive housing.

H2H Enrollment Plan by Service Provider								
			CCH		MHCD		Project Total	
Year/Period	Quarter	Month/Year	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Project Yr. 1	Q1	Apr-20	0	0	0	0	0	0
		May-20	0	0	0	0	0	0
		Jun-20	2	2	3	3	5	5
	Q2	Jul-20	4	6	3	6	7	12
		Aug-20	6	12	3	9	9	21
		Sep-20	6	18	3	12	9	30
	Q3	Oct-20	6	24	3	15	9	39
		Nov-20	6	30	3	18	9	48

		Dec-20	6	36	3	21	9	57
	Q4	Jan-21	6	42	3	24	9	66
		Feb-21	6	48	1	25	7	73
		Mar-21	6	54	0	25	6	79
Project Yr. 2	Q5	Apr-21	6	60	0	25	6	85
		May-21	6	66	0	25	6	91
		Jun-21	6	72	0	25	6	97
	Q6	Jul-21	6	78	0	25	6	103
		Aug-21	6	84	0	25	6	109
		Sep-21	6	90	0	25	6	115
	Q7	Oct-21	6	96	0	25	6	121
		Nov-21	4	100	0	25	4	125
		Dec-21	0	100	0	25	0	125
	Q8	Jan-22	0	100	0	25	0	125
		Feb-22	0	100	0	25	0	125
		Mar-22	0	100	0	25	0	125
Project Yr. 3	Q9	Apr-22	0	100	0	25	0	125
		May-22	0	100	0	25	0	125
		Jun-22	0	100	0	25	0	125
	Q10	Jul-22	0	100	0	25	0	125
		Aug-22	0	100	0	25	0	125
		Sep-22	0	100	0	25	0	125
	Q11	Oct-22	0	100	0	25	0	125
		Nov-22	0	100	0	25	0	125
		Dec-22	0	100	0	25	0	125
	Q12	Jan-23	0	100	0	25	0	125
		Feb-23	0	100	0	25	0	125
		Mar-23	0	100	0	25	0	125
Project Yr. 4	Q13	Apr-23	0	100	0	25	0	125
		May-23	0	100	0	25	0	125
		Jun-23	0	100	0	25	0	125
	Q14	Jul-23	0	100	0	25	0	125
		Aug-23	0	100	0	25	0	125
		Sep-23	0	100	0	25	0	125
	Q15	Oct-23	0	100	0	25	0	125
		Nov-23	0	100	0	25	0	125
		Dec-23	0	100	0	25	0	125
	Q16	Jan-24	0	100	0	25	0	125
		Feb-24	0	100	0	25	0	125

		Mar-24	0	100	0	25	0	125
Project Yr. 5	Q17	Apr-24	0	100	0	25	0	125
		May-24	0	100	0	25	0	125
		Jun-24	0	100	0	25	0	125
	Q18	Jul-24	0	100	0	25	0	125
		Aug-24	0	100	0	25	0	125
		Sep-24	0	100	0	25	0	125
	Q19	Oct-24	0	100	0	25	0	125
		Nov-24	0	100	0	25	0	125
		Dec-24	0	100	0	25	0	125
	Q20	Jan-25	0	100	0	25	0	125
		Feb-25	0	100	0	25	0	125
		Mar-25	0	100	0	25	0	125
Project Yr. 6	Q21	Apr-25	0	100	0	25	0	125
		May-25	0	100	0	25	0	125
		Jun-25	0	100	0	25	0	125
	Q22	Jul-25	0	100	0	25	0	125
		Aug-25	0	100	0	25	0	125
		Sep-25	0	100	0	25	0	125
	Q23	Oct-25	0	100	0	25	0	125
		Nov-25	0	100	0	25	0	125
		Dec-25	0	100	0	25	0	125
	Q24	Jan-26	0	100	0	25	0	125
		Feb-26	0	100	0	25	0	125
		Mar-26	0	100	0	25	0	125
Project Yr. 7	Q25	Apr-26	0	100	0	25	0	125
		May-26	0	100	0	25	0	125
		Jun-26	0	100	0	25	0	125
	Q26	Jul-26	0	100	0	25	0	125
		Aug-26	0	100	0	25	0	125
		Sep-26	0	100	0	25	0	125
	Q27	Oct-26	0	100	0	25	0	125
		Nov-26	0	100	0	25	0	125
		Dec-26	0	100	0	25	0	125
	Q28	Jan-27	0	100	0	25	0	125
		Feb-27	0	100	0	25	0	125
		Mar-27	0	100	0	25	0	125

Treatment Randomization

The minimum treatment randomization timeline shown in the table below ensures that a sufficient number of individuals are randomized to the treatment group to meet available housing slots and the H2H enrollment timeline, based on an average take-up rate of 70% as demonstrated

by the related SIB initiative. Urban will ensure that individuals are randomized at least two months before housing slots become available to allow for engagement before lease-up, based on average time from referral to lease-up as demonstrated by the related SIB initiative. Should the H2H enrollment timeline be amended at any time, Urban will amend the randomization timeline.

Minimum Treatment Randomization Timeline

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
April 2020	0	0	8	8
May 2020	0	0	10	18
June 2020	5	5	13	31
July 2020	7	12	13	44
August 2020	9	21	13	57
September 2020	9	30	13	70
October 2020	9	39	13	83
November 2020	9	48	13	96
December 2020	9	57	10	106
January 2021	9	66	9	115
February 2021	7	73	9	124
March 2021	6	79	9	133
April 2021	6	85	9	142
May 2021	6	91	9	151
June 2021	6	97	9	160
July 2021	6	103	9	169
August 2021	6	109	9	178
September 2021	6	115	6	184
October 2021	6	121	0	184
November 2021	4	125	0	184

Payment terms and performance thresholds

The tables below show the payment terms and performance thresholds for each of the proposed outcomes:

Net Reduction in Federal Expenditures—Payment paid by SIPPR grant (if met)
Calculation of the difference in dollars between the Medicaid and Medicare expenditures between the treatment group and the control group for each project year
Multiplied by the medical care component of the Consumer Price Index published by the U.S. Bureau of Labor Statistics for each year between the project year for which the amount was calculated and the end of the SIPPR grant period.
Adding together all annual amounts to calculate the success payment at the end of the grant period*

*If the net Medicaid expenditures reduction is a negative number, then the success payments will be zero.

Housing Stability—Payment paid by the City and County of Denver (if met)
\$19.33 per day for stable housing days*
Minimum payment of \$0
Maximum payment of \$4,907.281
Subtract any days spent in jail

* The city pays back investors if a participant spends at least one year in housing, and it pays \$19.33 for each day spent in housing minus the number of days that a participant spends in jail.

Jail Day Reduction—Payment paid by the City and County of Denver (if met)	
Percentage	Payment Per Percentage Point
<20%	\$0
20 to <30%	\$35,500
30 to <65%	(30 x \$35,500) + \$8,000 per percentage point above 30%
≥65%	Maximum payment (\$1,305,000 for each of two payments, for a total maximum of \$2,610,000)

The target population that will be served by the project and the criteria used to determine the eligibility of an individual for the project, including how the target population will be identified, how individuals will be referred to the project, how they will be enrolled in it, and the extent to which affected stakeholders will be engaged in the development and implementation of the project

The target population includes individuals who cycle in and out of public systems, primarily criminal justice facilities, homeless facilities and emergency health services. Common terms for this population include “frequent users” or “super utilizers” to describe the disproportionate share of services and resources they require. Because this is a new, stand-alone project, all clients

served must meet H2H'S eligibility criteria and will be separate from those served in the City's existing pay-for-success project. The eligibility criteria for H2H are that individuals must have had at least eight arrests over the past three years, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid and Medicare, including services received through Denver Health. To be eligible, individuals must also be at least 18 years old and homeless or fleeing domestic violence with no place to live when they leave their current housing. Service providers will assess their referred clients using HUD's homelessness verification and checklist housing screen to verify that the individual meets the strict HUD definition of homelessness as outlined in the federal HEARTH Act, which includes the following categories: core definition (in shelter, on the street, exiting an institution and previously homeless), fleeing domestic violence, persistent housing instability, and imminently losing primary nighttime residence. HUD defines persons experiencing chronic homelessness as those who (a) are homeless, (b) are living in a place not meant for human habitation, in a safe haven, or in an emergency shelter, (c) have been homeless and living in a place not meant for human habitation, a safe haven, or an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years where the combined length of time homeless across those occasions is at least 12 months, and (d) have a disability."

Potential clients will also complete a health screen to assess if the individual is appropriate for permanent supportive housing and that level of care, i.e., he/she is capable of living independently.

An April 2019 analysis of the 2,711 people eligible for permanent supportive housing through the SIB found that 81% (2,200) also had a medical record number as a patient at Denver Health. An in-depth examination of those patients revealed that 9% had at least one inpatient visit at Denver Health in 2018, and of those, 43 individuals (21%) were considered high inpatient users—having three or more inpatient visits in the last year—and 29 (14%) had visited the emergency department 10 or more times in the last year. Of the 1,316 individuals who were included in the Denver Health Clinical Risk Grouping, 642 (49%) had a score of 5 or above, (out of 9, per Denver Health's Risk Stratification system), indicating they had a single dominant diagnosis or moderate chronic disease. Given the significant overlap between those who are homeless, frequently arrested and high users of the city's safety-net hospital, DOF does not anticipate any challenges to enrolling at least 250 people in H2H's RCT (125 to the treatment group and 125 to the control group). Available housing is the limiting factor for enrolling more people (described below in the section on unmet need).

DOF expects that the target population will be similar to the 724 people enrolled in the SIB.²¹ Among the 363 people in the treatment group, 44% were white, 33% African American and 16% Hispanic. Most were men (84%), and the median age was 46. All were homeless in the year before enrolling in the program. The total number of months an individual was homeless directly before engaging with the SIB program ranged from two months to more than 30 years. Of the 78 participants who took the VI-SPDAT tool (the Vulnerability Index Service Prioritization Decision Assistance Tool), the average score was 12.4 and the median was 12.5 (scores range from 9 to 19). In general, people scoring greater than 10 on the VI-SPDAT are considered a

²¹ Gillespie, S., Hanson, D., DuBois, N., Lou, C., Lynch, V., Velez, C., Esala, J., & O'Brien, T. (2019). *Health and health care while experiencing a cycle of homelessness and incarceration*. Washington, D.C.: Urban Institute.

priority for the most intensive housing intervention, such as supportive housing.²²

Individuals also had high rates of arrest during the three years before enrollment, with an average of 14 arrests per person from 2013 to 2015. On average, 12 of these 14 arrests happened when the individual identified as homeless. Jail health records for a subsample of people show that 72% self-reported a substance use disorder during an initial health assessment, and 54% self-reported an alcohol use disorder in the year prior to their enrollment. Over 60% self-reported a mental health diagnosis, and the most common diagnoses were anxiety, depression and schizophrenia.

Health care utilization in the community. The target population consumes significant health resources while living in the community. In 2014, Colorado expanded Medicaid, making nearly all of the target population eligible for health care coverage, but only 65% of those participating in the SIB were enrolled in Medicaid. Among those who had any Medicaid utilization as members of Colorado Access, almost three-fourths were diagnosed with a substance use disorder and over half of these diagnoses were for alcohol use disorder. Just under a third of this group of Colorado Access members had a mental health diagnosis, including anxiety, depression and schizophrenia (in order of prevalence). In the year prior to enrollment, 45% of individuals self-reported other chronic conditions, most commonly cardiovascular issues (e.g., heart disease, endocarditis, etc.). The most common physical health diagnoses in the Colorado Access Medicaid claims data are for injuries (11.5% were diagnosed with wounds, fractures and/or burns in the year before enrollment). Those providing care for this population identified the lack of housing as one of the main reasons such injuries are hard to treat, leading to more severe and longer-term conditions. One care provider that Urban interviewed explained, “If people have no safe place to go and keep (wounds) clean and dry ... they have more amputations.”

Colorado Access Medicaid claims also revealed that the primary services billed the year prior to enrollment in the SIB were for office-based care and pharmacy claims. Office-based care can include services such as screening, assessment and diagnosis, psychotherapy, medicine management and case management. Study participants who were Colorado Access members had an average of nine office-based care visits over the year. Ninety-three percent of those visits were for a primary diagnosis of substance use disorder. Pharmacy claims were also prevalent. Individuals were prescribed an average of seven unique drugs over the year, supplied for an average of 246 days of the year. The most common prescriptions included ibuprofen (anti-inflammatory), gabapentin (anticonvulsant), albuterol (asthma medication), lisinopril (blood pressure medication), and omeprazole (heartburn and reflux medication).

Hospitalizations and long-term care among individuals living in the community. In the year prior to SIB enrollment, individuals had an average of 0.5 hospitalization days each, 20% of which were for a primary psychiatric diagnosis. Beyond the year prior to enrollment, individuals required hospitalizations an average of 1.8 days each, 28% of which were for a primary psychiatric diagnosis. They also spent an average of 1.4 days each in long-term care, including facilities such as nursing homes and assisted living. As with office-based care, a common reason for long-term care was for a primary diagnosis of substance use disorder, which accounted for

²² Cunningham, M. Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O’Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

almost half of all long-term care days. Long-term care is a recurring need, with individuals spending an average of 5.4 days each in long-term care since 2014.

Emergency services among individuals living in the community. In the year prior to SIB enrollment, individuals had an average of 0.5 ambulance trips each. They also had an average of 1.6 emergency department visits in the year, 44% of which were avoidable visits based on the definition used by the Agency for Healthcare Research and Quality, meaning they were for a principal diagnosis related to mental health, alcohol, substance use, dental conditions or asthma (for ages 18–39). These represent emergency department visits for conditions that are preventable or treatable with appropriate primary care.

Health care utilization among those in jail. While in jail, the target population also received significant medical care, but individuals are ineligible for Medicaid while they are incarcerated because of a federal law known as the Medicaid Inmate Exclusion Policy. This requires the City and County of Denver to cover all medical costs for individuals incarcerated in jails run by the Denver Sheriff Department, unless they are admitted to an inpatient unit at a hospital for more than 24 hours, in which case Medicaid covers the inpatient cost. Medical care was initiated for almost half of all individuals with a jail stay in the year prior to enrollment in the SIB. The most common reasons for initiating care while in jail were injury, pain or trauma. One-third received mental health care, about two-thirds received medication (most commonly as part of a withdrawal protocol), and 44% were started on an alcohol withdrawal protocol at least once during a jail stay in the year prior to enrollment. In the two years prior to enrollment, half of the sample were treated for alcohol withdrawal while in jail; these 52 people who were treated began the protocol an average of three times. Because inmates are able to become sober in jail, they are not commonly offered substance use treatment, so when they are released, they do not have the skills to remain sober and are at much greater risk of overdosing, requiring hospitalization. In addition, 13% required hospital-based care beyond the medical services provided in jail. Over one year, 4% of individuals in the sample required an ambulance trip and 6% required an emergency department visit during a jail stay in the year prior to enrollment in the SIB. This population is also at risk of premature mortality.

The cost of providing this care is high for both the federal government and the city. The City estimates that it spends, on average, \$33,400 per person per year for each person in the target population from city taxpayer dollars. Of that, an estimated \$26,100 is for medical expenses (other costs include interactions with Denver’s justice system, including jail, police and courts). The total savings to Denver’s taxpayers for all categories is estimated to be \$11,100 per individual per year after the intervention. In addition, the City estimates cost savings to Medicaid and Medicare would average \$5,800 per person per year after the intervention.

Target population referral strategy. The City’s comparison of individuals eligible for SIB against data from Denver Health confirm the existing eligibility list is composed of individuals who are medically fragile users of high-cost health care. The data comparison also reveals the majority of SIB-eligible individuals have a history of being served within the Denver Health system. Therefore, Denver Health will serve as the primary referral source for clients to H2H. Denver Health is the city’s safety-net provider—it cares for 33% of Denver’s population annually and has nearly 930,000 total patient visits annually. Denver Health also provides all health and dental care to inmates in Denver’s jails—making it the health care provider most likely to interact with H2H’s target population. As of December 2018, Denver Health employed 174

health care professionals dedicated to correctional care in Denver jails, including three physicians, three physician assistants, six nurse practitioners, 54 registered nurses, 17 licensed practical nurses, and other health care technicians, administrative workers, social workers, psychologists and intermittent employees. Denver Health conducts a full health assessment, including a physical and mental health screening, for any individual who has a jail stay of at least 14 days.

Potentially eligible clients will be referred to H2H through Denver Health, which is the primary hospital serving the target population, and intake points will include the emergency department, inpatient hospital admissions and outpatient clinics. Denver Health will electronically maintain the H2H eligibility list (including periodic updates) in its electronic health record, establishing an automatic flag at the point of care to identify eligible individuals. Relevant providers, with a focus on hospital social workers and discharge coordinators, will be trained in the process to refer identified individuals from the eligibility list to Urban's random assignment process. Providers will send each eligible individual's name, race, date of birth, and location and date of the most recent Denver Health service encounter, including date of discharge if applicable, to the H2H referral coordinator at the Office of Behavioral Health Strategies. The referral coordinator will identify each individual's personal identification number (PIN) from the master eligibility list and upload the PINs and date of referral to Urban's customizable online referral and randomization tracking tool.

Eligible patients will be identified, randomized, then referred to partner service providers as housing is available. In keeping with ACT's best practices, no more than six referrals will be made to CCH and MHCD each month. In times when both CCH and MHCD have available housing slots, the two service providers will work together to assign individuals to a service provider based on any existing client relationships.

The Denver Police Department (DPD) will serve as a secondary coordinated intake point when the Denver Health intake points do not provide sufficient numbers of eligible individuals to support the project's enrollment timeline. DPD intake points will include police contact and both custodial and noncustodial arrests. DPD will electronically maintain the SIB eligibility list (including periodic updates) and match the eligibility list with daily arrest and contact lists to identify eligible individuals. Individuals with open felonies within the last two years before randomization are screened out because they are awaiting sentencing, which may negatively affect their ability to enter supportive housing. DPD will send Urban Institute a daily, automatically generated report that lists de-identified PINs for all persons with noncustodial arrests, custodial arrests, or police contacts who are also flagged as transient on the SIB master eligibility list.

Once a potential participant is referred, the service provider with whom the individual is matched will attempt to find that individual through its networks with other service providers, churches, homeless shelters, local health providers, police and street canvassing. CCH and MHCD will use a variety of tools to locate participants, e.g., triangulated data using geographic information system (GIS) maps of police contacts created by Urban, photographs, and data from Homeless Management Information System and their own electronic health records. They will also use photographs to show other providers pictures of the people they are looking for. Once an individual is found, the service provider will first facilitate a Release of Information and then can immediately begin program engagement, working together with other service providers and co-responders to engage the individual. After being located, individuals must also pass a screen

conducted by the service provider to ensure the participant meets the HUD definition of homelessness, and confirms that the individual is appropriate for supportive housing. Individuals can be rescreened should their situations change in ways that would make them eligible for supportive housing. The screen also includes additional questions that will help the service providers understand whether participants who are screened out would be eligible under a slightly modified definition of homelessness.

Randomization strategy. H2H'S randomized controlled trial (RCT) design will compare the trajectories of homeless, frequent users of medical services who receive supportive housing and those who receive usual care. Because available supportive housing is not available to all of the people who need it, the limited 125 housing slots will be allocated by lottery, which is a fair way to allocate the scarce housing resources and also enables random assignment. The evaluation will track outcomes for both groups and attribute any differences to the supportive housing intervention. The selected eligibility criteria will allow for a sample of at least 250 participants, including 125 in the treatment group and 125 in the control group.

Because eligible individuals can be randomly assigned from four different intake points—Denver Health, police contact, noncustodial arrest and custodial arrest—it is important that the treatment and control groups have the same number of individuals randomized from each intake point. To ensure this type of equivalency, Urban will use randomization stratification. Each day, all eligible individuals from all four intake points will be given randomly generated numbers from a uniform distribution using Stata software. The sample will be stratified across the four entry types, i.e., the number of “treatment” individuals of each entry type will equal the number of “control” individuals of the same entry type. The treatment group will be composed of the individuals with the lowest random numbers that day, up to the number of open slots, provided there is at least one possible match (control) for each individual's entry type. The control group will consist of those with the next-lowest random numbers of the same entry type. Because there is not enough housing for all who are eligible, the lottery will provide a fair way to allocate housing and conduct a rigorous evaluation. Consider the following example: Suppose there is one open slot on a given day. Urban will randomly place one individual into treatment and one into control but they must both come from the same intake point. First, it will take the two individuals with the lowest random number values, in this example, let's say PIN 3 and PIN 4, for treatment. However, if PIN 3 was identified through noncustodial arrest, and no other individuals were identified this way, no potential control exists for PIN 3. Thus, PIN 3 cannot be a treatment case on this day. Urban would then pick the next-lowest random number, which is PIN 5. PIN 5 was identified through custodial arrest, and another individual, also identified through this entry method, can serve as the control for PIN 5, so PIN 5 would be a treatment case. No other cases are randomly assigned, and unassigned individuals will be eligible for a new random assignment if they come back in through one of the entry points on another day.

Target population enrollment process. As soon as the client's eligibility is confirmed and they have been randomly assigned to the treatment group, they must sign a participation document after the service provider has explained the full range of services and informed them that they are voluntary. The only services that clients must consent to are to live in housing provided through H2H and allow a case manager to enter that housing two times a month. During that time, the case manager will develop rapport with the client, help him/her obtain vital documentation (government identification), address basic needs (food, clothing) and legal issues, and attempt to engage him/her in more intensive services, e.g., psychosocial assessment and treatment planning.

If the client chooses to participate in more intensive services, within one month of initial contact with the client, the service provider will assign the client to an ACT case management team and sign a consent to treatment and release of information. As soon as possible following assignment to the team, a clinician will conduct a full mental health assessment of the client, establish and implement the agreed upon treatment plan for the client, identify barriers to housing for the client, and address other pressing client needs. The first three months include intensive, daily interactions with the ACT team, but that intensity is gradually reduced as the client becomes more stable and self-sufficient.

Extent to which affected stakeholders will be engaged in the development and implementation of the project. Two committees will be formed to engage stakeholders in the implementation of the project and facilitate the sharing of information across all partners. The operating committee will meet monthly. An operating committee will include, at minimum, representatives from the DOF, Enterprise Community Partners (Enterprise), The Corporation for Supportive Housing (CSH), CCH, MHCD and Urban. Investors may also attend all meetings of the operating committee. The operating committee will facilitate successful operation of H2H, highlight any concerns, discuss trends and monitor progress of H2H. In particular, the operating committee will focus on the referral process of eligible referrals, the housing resources available to the target population, identifying and monitoring program trends, and monitoring the progress of the clients. The operating committee will also review interim outcome findings with the independent evaluator to understand whether program modifications are necessary to improve H2H's outcomes. The operating committee will serve as an advisory committee to facilitate programmatic adjustments in the interest of improving the provision of services and/or the efficiency of H2H, but it will not have the authority to change any contract terms.

H2H'S governance committee will meet quarterly and include a representative from the DOF, CSH, Enterprise, the investors, CCH, MHCD and Urban. This committee has the authority to change the terms of any contracts and the evaluation plan.

A summary of the unmet need in the area where the intervention will be delivered or among the target population who will receive the intervention and the expected social benefits to participants who receive the intervention and others who may be impacted.

Denver has an especially high number of residents experiencing chronic homelessness compared with other U.S. cities.²³ According to the 2018 point-in-time count, 991 individuals in the Denver Metropolitan area were experiencing chronic homelessness, and over half of these individuals live in the city of Denver.²⁴ The number of people experiencing chronic homelessness in the City and County of Denver has steadily increased since 2015—there were 483 people experiencing chronic homelessness in 2015, 551 people in 2016, 701 people in 2017 and 991 people in 2018—putting the city in dire need of effective programs that target chronic homelessness.²⁵ The median age of this population is 48, and 98% are single men. Fifty-eight percent of people experiencing chronic homelessness are white, 23% Hispanic and 19% are black. The chronically homeless population represents 29% of the total homeless population in Denver.

²³ HUD. (2017). *The 2017 annual homeless assessment report (AHAR) to Congress: Part 1, point-in-time estimates of homelessness*. Washington, D.C.: HUD.

²⁴ Metro Denver Homeless Initiative. (2018). *Everyone counts: Metro Denver's point-in-time survey*. Metro Denver Homeless Initiative.

²⁵ Ibid.

Denver is also experiencing an affordable housing crisis. Housing prices in Denver are increasing at a rate exceeding the national average, and there is an estimated shortage of 32,000 units in the Denver area, leading to a market with limited supply.²⁶ In the Denver metro area, the average rent increased by 49% over the last decade.²⁷ With rising home prices and a statewide minimum wage of \$11.10 per hour, a family earning minimum wage must have almost 2.5 full-time wage earners to afford a two-bedroom apartment in the city of Denver.²⁸ Recognizing the challenge of finding affordable housing, local leaders have taken steps toward providing housing for individuals experiencing chronic homelessness. In 2014, Denver launched an eight-step coordinated entry system to ensure that individuals experiencing chronic homelessness are assessed and placed in permanent supportive housing through a coordinated, regional approach across the seven metro Denver counties. Over the past year, this program provided housing for 105 individuals, 26 families, 526 veterans and 32 youth households.²⁹ In 2016, the City of Denver created a dedicated Affordable Housing Fund, raising \$15 million per year through property and sales taxes as well as a one-time permitting fee through 2026 for the creation and preservation of affordable homes for low- and moderate-income families, including those experiencing chronic homelessness.³⁰ In 2019, City funding increased to \$30 million per year and eliminated the sunset provision. Across all of these initiatives, permanent supportive housing is a key tenet to ending chronic homelessness. There are 735 permanent supportive housing beds in the Denver city and county area for single adults who experience chronic homelessness.³¹ Even with these efforts, there remains a large gap in the number of beds needed to house all individuals experiencing chronic homelessness.

Furthermore, the complex medical needs of chronically homeless people often go unmet. Urban interviewed those working at the system level—hospitals, homeless service organizations, health centers and clinics, managed care organizations, courts and jails, and city offices—to better understand the challenges of coordinating and continuing health care for those who frequently move from jail to the community. These challenges, described below, can worsen health conditions.

- *Coordination and interruption of Medicaid:* Jail stays can create confusion around Medicaid eligibility status, resulting in delays in approvals and access to care.
- *Making and keeping appointments:* Unstable housing and homelessness can make it difficult for people to use online appointment systems or get to appointments on time or at all. The stigma of homelessness and the trauma this population experiences can keep people from seeking health care.

²⁶ Newcomer, J., & Resnick, P. (2018). *Factors impacting housing affordability: Exploring Colorado's housing challenges in all of their complexity*. Denver: Shift Research Lab; and Svaldi, A. (2018, January 28). Denver's chronic housing shortage may peak this year with deficit of 32,000 homes and apartments. *Denver Post*. Retrieved from <https://www.denverpost.com/2018/01/28/denver-chronic-housing-shortage-fixes>

²⁷ Svaldi, A. (2018, March 19). Outside California's Bay Area, metro Denver had biggest rent increases this decade. *Denver Post*. Retrieved from <https://www.denverpost.com/2018/03/19/denver-rent-increases-decade/>

²⁸ Alderman, C. (2017, June 8). *No affordable housing available in Colorado for minimum wage workers*. Colorado Coalition for the Homeless, news release. Retrieved from <https://www.coloradocoalition.org/no-affordable-housing-available-colorado-for-minimum-wage-workers>

²⁹ Denver's Road Home. (n.d.). *Denver's ten-year plan to end homelessness*. Denver's Road Home.

³⁰ Denver Office of Economic Development. (2018, October 15). *Dedicated affordable housing fund*. Retrieved from <https://www.denvergov.org/content/denvergov/en/denver-office-of-economic-development/housing-neighborhoods/DenversPermanentFundforHousing.html>

³¹ HUD. (2017). *The 2017 Annual homeless assessment report (AHAR) to Congress: Part 1, point-in-time estimates of homelessness*. Washington, D.C.: HUD.

- *Substance use disorder and dual diagnosis treatment:* Substance use disorder treatment is severely limited and often not covered by Medicaid.
- *Uncompensated care:* Low Medicaid reimbursement rates are a significant barrier for health care providers serving this population.
- *Release from jail:* Even though Denver jails provide discharge planning to connect people to resources upon release, providers say it is very difficult to maintain services.
- *Access to prescription medication:* As a policy, people are released from Denver jails with a short-term supply of necessary medications, but in practice this does not always meet the need for continued care. Long wait times for follow-up appointments and different medication formularies used for Medicaid and jail can result in disruptions to care.
- *Care coordination:* Providers often employ care coordinators to support continuity of care, but many say coordination is still challenging because of systems-level barriers.

Urban’s analysis also highlights the need to provide more affordable, permanent housing as the most basic form of health care, so that people can break the cycle of jail and homelessness and shift from emergency services accessed in a crisis to more preventive services that address their primary diagnoses. Providing permanent supportive housing disrupts the target population’s propensity to commit frequent low-level offenses such as public nuisance violations, alcohol and drug use, panhandling and trespassing. These types of offenses lead to their frequent arrest and cycle in and out of jail, detox and emergency services—effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, this population returns to the same risks and falls into a recurring cycle of negative outcomes. This cycle continuously results in high costs across city agencies and service providers.

H2H provides an opportunity to help these individuals improve their health outcomes, break the cycle of jail and homelessness, and save taxpayer dollars on the cost of health care in jail and in the community.

The detailed roles and responsibilities of each entity involved in the project, including any State or local government entity, intermediary, service provider, independent evaluator, investor, or other stakeholder

The table below provides an overview of all of H2H’S partners and their roles and responsibilities, and a detailed description of each follows.

H2H Role	Partner	Responsibilities
Lead applicant/Local government	City of Denver	Repay investors with SIPBRA funds if performance benchmarks are met
Intermediary	A special purpose vehicle will be created and jointly managed by The Corporation for Supportive Housing (CSH) and Enterprise Community Partners (Enterprise)	Manage service provider performance, day-to-day operations and facilitate investor agreements and payments from the DOF to investors CSH will serve as project manager—providing project

		oversight, communicating with all parties and providing advisory services Enterprise Community Partners will serve as the fiscal agent—managing all financial aspects of H2H.
Service providers	Colorado Coalition for the Homeless Mental Health Center of Denver	Provide housing Provide supportive housing services Deliver ACT
Independent evaluation	Urban Institute	Establish research design Verify that performance benchmarks are met Measure other outcomes of interest
Pay for Success investors	Including Northern Trust, The Denver Foundation There has been significant investor interest, and project partners intend to add investors if the project receives SIPBRA funding. In addition to letters of commitment from the investors named above, letters of interest and support from other investors are included as attachments.	Provide capital to fund services Receive principal and interest when performance benchmarks are met

Detailed descriptions of all partners' roles.

Denver Department of Finance (DOF): As the applicant and project lead, the DOF will be responsible for enforcing the terms of the contracts with the independent evaluator and the intermediary. This includes ensuring the timeliness of the independent evaluator's reports and analyses and monitoring the independent evaluator's performance. DOF will manage any funds received from the U.S. Department of Treasury for the SIPBRA outcome payment so that the intermediary can reimburse the investors.

Special purpose vehicle acting as the intermediary: A special purpose vehicle (SPV) will be created to serve as the H2H intermediary. The SPV will be an entity established by the Corporation for Supportive Housing and Enterprise Community Partners to serve as an intermediary to the service delivery providers, manage project operations, manage funding from

the investors, reimburse the service providers for their work from investors' funds, change or modify the service delivery methods and providers, receive outcome payments from the DOF and make payments to investors. Under H2H, the SPV will be responsible for enforcing the service provider agreements, including ensuring the timely delivery of each of the service provider reports and analyses, and monitoring the performance of the service providers. The SPV will also be responsible for enforcing the provisions of the project manager agreement, the fiscal agent agreement and the validator agreement. Within the SPV, the following roles are included:

- ***The Corporation for Supportive Housing (CSH):*** CSH will serve as project manager and be responsible for project oversight, communicating with all parties; provide advisory services; and serve as liaison in any additional consultant services provided to the project. CSH will monitor the day-to-day operations of H2H and support provider performance to ensure housing and services adhere to evidence-based practice by providing technical assistance to the service providers regarding CSH's Dimensions of Quality Supportive Housing,³² including the Housing First philosophy; improving the quality of permanent supportive housing in Denver; supporting service providers to ensure housing placements; working collaboratively with city and state housing agencies, the Continuum of Care, Denver's Road Home and other stakeholders to identify and resolve any obstacles to accessing and using housing vouchers; identifying and resolving any obstacles to on-time lease-up of new construction buildings; identifying any implementation challenges and collaborating with relevant partners to improve service delivery and efficiency. CSH will also staff H2H's operating committee and governance committee, which includes scheduling meetings; raising agenda items and facilitating group discussions; preparing and circulating all meeting materials (agenda, minutes, evaluator's reports, provider updates, financial reports, etc.); and coordinating and managing membership. CSH will also provide any required notices to investors under the contract.
- ***Enterprise Community Partners (Enterprise):*** Enterprise will be H2H's fiscal agent responsible for all financial management. Its responsibilities include establishing and maintaining the SPV operating account, including setting up the accounting and financial procedures regarding administration of that account. It will develop and follow policies and procedures for 1) daily transaction procedures for cash management, cash receipts and cash disbursements; 2) financial reporting, including but not limited to financial statements, cash flow and budget to actual analysis; and 3) contract compliance with investors. Enterprise will receive disbursements from investors and make interest payments and outcome payments (if any) to investors using SIPBRA funds dispersed by DOF. It will pay fees and expenses on behalf of the SPV. Another key responsibility of Enterprise is that it will be responsible for all of H2H's financial reporting, including maintaining all required financial records; preparing quarterly account reconciliations of actual expenditures to the anticipated expenditures; retaining and overseeing external auditors to prepare for any audits of the SPV and to prepare any required audited financial statements; overseeing the preparation of quarterly financial statements and annual audited financial statements; providing access to all financial records maintained on behalf of the SPV to the investors and the city; and assisting the SPV in complying with any filing requirements of any government authority having jurisdiction over the

³² Corporation for Supportive Housing. (2013). *Dimensions of quality supportive housing*. Retrieved from https://d155kunxf1aozz.cloudfront.net/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf

SPV. Enterprise will be responsible for all communication to the DOF and investors about H2H.

The Colorado Coalition for the Homeless (CCH) and Mental Health Center of Denver (MHCD): CCH and MHCD will serve as H2H's two service providers. Both will use a modified assertive community treatment (ACT) team model of community-based clinical services, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services to clients in the treatment group. CCH and MHCD will engage participants in the treatment group for a minimum of three months. Within one month of initial contact with the client, CCH and MHCD will assign the client to a case management team and, through such case managers and clinicians, will conduct a full mental health assessment of the client, establish and implement a treatment plan for the client, identify barriers to housing for the client and address other pressing client needs. CCH will provide services for 100 clients. MHCD will provide services for 25 clients. The delivery of all services will be guided by the principles of cultural competence, trauma-informed care, recovery and resiliency with an emphasis on building enrollee strengths and resources in the community, with family and with their peer/social network.

CCH and MHCD will enter all data relating to services provided into the data dashboard report and securely send it to the independent evaluator each month. At least twice annually, CCH and MHCD will analyze and report to CSH the services provided to H2H clients that have been successfully billed to Medicaid and Medicare and reimbursed to MHCD/CCH. CSH will audit and submit that data to the operating committee for review. CCH and MHCD expect that their services will be funded in part through Medicaid reimbursements, and they are solely responsible for submitting the information necessary to procure Medicaid payments required to fund those services and for administering the funds received through Medicaid.

CCH's and MHCD's team leader will participate in the operating and governance committees, and attend all required meetings, seminars and other collaborative events scheduled by the SPV.

The Urban Institute (Urban): Urban Institute will serve as the independent evaluator and will be responsible for coordinating referral and randomization by: 1) establishing a list of eligible participants for H2H; 2) leading and coordinating a randomization process to identify the proper number of individuals needed to fulfill the evaluation design; 3) leading and coordinating a referral and handoff process for those individuals identified as the group receiving treatment; 4) facilitating a housing screen that will screen out individuals who are not considered homeless according to the evaluation design; 5) facilitating a health screen that will screen out individuals who are not considered high users of medical care according to the evaluation design; 6) supporting a release of information process for those participants receiving treatment; 7) leading and coordinating ongoing updates to the H2H eligibility list and randomizing individuals in accordance with the two service providers' needs; and 8) conducting the independent process and impact studies (described in more detail below).

Urban will conduct the process study to understand key process-related information that is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep H2H on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study,

Urban will manage an engagement dashboard; manage a housing enrollment pipeline; conduct annual site visits and key respondent interviews with service providers and other important stakeholders; and review program-related documents such as training manuals, standard operating procedures or other descriptions of program components.

Urban will also conduct the impact study to collect and certify the validity of the data and calculations used to inform success payments. Specifically, Urban will collect and validate service provider data on participants' health care utilization and costs; track participant exits from housing and days spent in housing; and collect and validate Denver Sheriff Department data on jail days and measure the impact of H2H on the target population's jail days. In addition, Urban will collect and certify the validity of the data and calculations used to measure additional outcomes, including police contacts and continued criminal justice involvement, and homelessness system utilization and costs.

Urban will be responsible for reporting and disseminating results. Urban will provide timely and comprehensive reports as outlined in the evaluation design and as required under the contract between the DOF and the SPV, service providers and investors. For project monitoring purposes, Urban will maintain a biweekly engagement dashboard and monthly pipeline dashboard as outlined in the evaluation design. Data for these dashboards will be collected at least biweekly from the service providers. The biweekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program, to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the DOF, the SPV, service providers and investors.

Urban will conduct the outcome measurements on Medicaid and Medicare usage and housing stability for interim payment purposes and submit outcome reports starting in Quarter 7 and continuing every 12 months thereafter as indicated in the evaluation design through the completion of the project's implementation period. Urban will conduct the outcome measurements on jail days for final payment purposes and submit the outcome report in the evaluation project closeout. Outcome reports will be delivered to the DOF, the SPV, service providers and investors. Urban will calculate net Medicaid and Medicare expenditures' success payments, housing stability success payments and jail day reductions success payments, and prepare the related certifications.

At the conclusion of the evaluation or in the event of early termination of H2H, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings and outcomes—including methodology used to evaluate H2H, process study findings and recommendations, and impact study data (aggregate), outcomes, findings and recommendations.

Throughout the project, Urban will work with all program partners to address ongoing challenges and referral and enrollment difficulties, including attending operating committee meetings and governance committee meetings; providing ongoing and timely support to the DOF, the SPV, and service provider staff involved with the project; and generating proposals for improving processes to ensure adequate referral and enrollment levels are met.

A description of whether and how the applicant and service providers plan to sustain the intervention, if it is timely and appropriate to do so, to ensure that successful interventions continue to operate after the period of the social impact partnership

Addressing homelessness is a mayoral priority in the City and County of Denver. Denver has demonstrated its commitment by passing the Social Impact Bond program fund within the General Government Special Revenue Fund (December 2014) and allocating funds for possible repayment of outcomes under the SIB program: \$900k (2016 budget), \$900k (2017 budget), \$1.57 million (2018 budget) and \$1.57 million (2019 budget). The City is committing \$30 million annually to its dedicated Affordable Housing Fund to support and preserve the development of affordable housing units and programs, and is in the process of creating a stand-alone Department of Housing and Homelessness to enhance focus on these issues.

To date, there has been an \$8.63 million SIB investment, leveraging \$15.2 million in federal resources. Based on SIB's exceptional results, the City of Denver committed an additional \$2.4 million in funding to expand the program from serving 250 people to serving 325 in 2018.

The City views H2H as an opportunity to pilot the use of permanent supportive housing with intensive case management to learn if it decreases costs to taxpayers by reducing net Medicaid and Medicare expenditures. If H2H proves to save the City money, it is likely that the program will continue with the financial support of the City. At the time of this application, H2H has the commitment of commercial and foundation investors. To date, Northern Trust and The Denver Foundation have provided letters of commitment, Maycomb Capital has provided a letter of interest, and The Colorado Health Foundation and Gary Community Investments have provided letters of support. Based on the interest of investors in the SIB, the City anticipates additional investors will be added if the project receives SIPRA funding.

Whether and how the project is for the direct benefit of children

H2H will not directly benefit children.

Denver Housing to Health (H2H) Pay for Success Project Timeline

[illegible]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2022

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="City and County of Denver"/> * Street 1 <input type="text" value="201 W. Colfax Avenue"/> Street 2 <input type="text"/> * City <input type="text" value="Denver"/> State <input type="text" value="CO: Colorado"/> Zip <input type="text" value="80202"/> Congressional District, if known: <input type="text" value="CO-001"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="Department of Treasury"/>	7. * Federal Program Name/Description: <input type="text" value="Social Impact Partnerships to Pay for Results Act (SIPRA)"/> CFDA Number, if applicable: <input type="text" value="21.017"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1 <input type="text" value="N/A"/> Street 2 <input type="text"/> * City <input type="text" value="N/A"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Rory Regan"/> * Name: Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Brendan"/> Middle Name <input type="text" value="J."/> * Last Name <input type="text" value="Hanlon"/> Suffix <input type="text"/> Title: <input type="text" value="Chief Financial Officer"/> Telephone No.: <input type="text" value="720-913-5510"/> Date: <input type="text" value="05/21/2019"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City and County of Denver

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Brendan Middle Name: J.
* Last Name: Hanlon Suffix:
* Title: Chief Financial Officer

* SIGNATURE: Rory Regan

* DATE: 05/21/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Rory Regan	Chief Financial Officer
APPLICANT ORGANIZATION	DATE SUBMITTED
City and County of Denver	05/21/2019

Standard Form 424B (Rev. 7-97) Back

Project Budget

Transaction Details	
dollars rounded to the nearest 000	
Start date	4/1/20
End date for financing	9/30/27
Individuals served	125
Total service costs	\$9,569,800
Loan amount	\$10,603,500
Housing stability outcome	41.09%
Jail days reduction outcome	20.24%
Net Medicaid Expenditures Reduction Outcome	38.67%
Housing stability tranche base case equivalent interest rate	2.00%
Jail days reduction tranche base case equivalent interest rate	2.00%
Net Medicaid Expenditures Reduction Outcome	5.00%
Stable housing daily rate	\$19.25
Base case percent success rate	82.86%
Base case housing stability payment	\$4,500,400
Max housing stability payment	\$4,887,700
Jail day reduction payment per % reduction	
20% or greater reduction	\$35,500
30% or greater reduction (capped at 65%)	\$8,000
Base case assumption jail day reduction	38%
Base case jail days reduction payment	\$2,258,000
Max jail days reduction payment	\$2,610,000
Estimated per person annual net Medicaid reduction	\$5,800
Estimated total net Medicaid reduction payment	\$5,211,800
Net Medicaid reduction tranche principal	\$4,100,000
Medicaid payment as % of total cost	44%
Total base case success payment from the City	\$6,758,400
Total max success payment from the City	\$7,497,700
Total base case loan repayment	\$11,970,200

Project Budget									
	2020 Year 1	2021 Year 2	2022 Year 3	2023 Year 4	2024 Year 5	2025 Year 6	2026 Year 7	Wind-up	TOTAL
CCH	\$ 859,399	\$ 1,103,024	\$ 1,136,115	\$ 1,170,198	\$ 1,205,304	\$ 1,241,463	\$ 1,278,707		\$ 7,994,210
MHCD	\$ 212,186	\$ 216,348	\$ 220,591	\$ 224,918	\$ 229,329	\$ 233,828	\$ 238,414		\$ 1,575,614
SPV	\$ 280,461	\$ 139,833	\$ 129,688	\$ 121,625	\$ 122,852	\$ 112,388	\$ 115,208	\$ 11,593	\$ 1,033,648
Subtotal: Costs in financing	\$ 1,352,046	\$ 1,459,205	\$ 1,486,394	\$ 1,516,741	\$ 1,557,485	\$ 1,587,679	\$ 1,632,329	\$ 11,593	\$ 10,603,472
Evaluation	\$ 104,933	\$ 78,955	\$ 172,881	\$ 116,627	\$ 122,480	\$ 126,944	\$ 199,655	\$ 77,525	\$ 1,000,000
Total with Evaluation	\$ 1,456,979	\$ 1,538,160	\$ 1,659,275	\$ 1,633,368	\$ 1,679,965	\$ 1,714,623	\$ 1,831,984	\$ 89,118	\$ 11,603,472

Total Financing Uses									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	TOTAL
Services	\$ 1,071,585	\$ 1,319,372	\$ 1,356,706	\$ 1,395,116	\$ 1,434,633	\$ 1,475,291	\$ 1,517,121	\$ -	\$ 9,569,824
SPV	\$ 280,461	\$ 139,833	\$ 129,688	\$ 121,625	\$ 122,852	\$ 112,388	\$ 115,208	\$ 11,593	\$ 1,033,648
Subtotal	\$ 1,352,046	\$ 1,459,205	\$ 1,486,394	\$ 1,516,741	\$ 1,557,485	\$ 1,587,679	\$ 1,632,329	\$ 11,593	\$ 10,603,472
Wind-down contingency adjustment	\$ 329,843	\$ 9,334	\$ 9,603	\$ 9,879	\$ 10,165	\$ 10,458	-\$ 379,280	\$ -	\$ -
TOTAL	\$ 1,681,889	\$ 1,468,539	\$ 1,495,997	\$ 1,526,620	\$ 1,567,650	\$ 1,598,137	\$ 1,253,049	\$ 11,593	\$ 10,603,472

Denver Housing to Health (H2H) Pay for Success project

Budget Narrative

This narrative describes all the costs to operate the H2H project, as shown in the Project Budget and financial model summary. All of these costs fall within the contractual object class category. Each of those contractor costs is described below, by the type of work that each will perform.

Client Services

As shown in the project budget, 83% of the budget is for H2H's two contractual service providers to deliver the intervention to enrolled clients. A detailed description of the service providers' scope of work is described in the attached project narrative and partnership agreement. The total costs for services over the seven-year intervention period is \$9,569,824.

- Colorado Coalition for the Homeless (CCH) costs are \$7,994,210, to be paid by the City and investors over the seven years of the intervention time period. The majority of CCH's costs (83%) are for personnel expenses to deliver the intervention to 125 H2H clients. The remaining 17% of CCH's budget pays for additional costs to implement the intervention, e.g., mileage, equipment and supplies, program vehicle costs (insurance, maintenance, repair), staff training, staff and client clearances, client damage remediation, staff cell phones, electronic health record user licenses, etc.
- Mental Health Center of Denver (MHCD) costs are \$1,575,614, to be paid by the City and investors over the seven years of the intervention time period. Seventy percent of those costs are the expenses to deliver services to 25 clients; 13% of those costs are for personnel; and 17% are to reimburse MHCD for its indirect costs. The percent of costs represented by personnel for MHCD is lower due to the fact that the H2H project is leveraging existing capacity created by the original SIB for ACT team personnel at MHCD.

The City will enter into a contract for these services and so this amount is shown in the 'contracts' line of the SF-424A. Further detail on the services budget, by provider, can be provided upon request.

Intermediary

The Corporation for Supportive Housing (CSH) and Enterprise Community Partners (Enterprise) will jointly create and manage a special purpose vehicle (SPV) to serve as the H2H intermediary. The total cost associated with the work of the intermediary over the entire project period is \$1,033,648. This comprises the legal costs to create the SPV, the annual audit of the SPV, insurance for the SPV, and the expenses the SPV will incur related to providing fiscal services and project management. A detailed explanation of each of those costs is described in the attached partnership agreement.

The City will enter into a contract for these services and so this amount is shown in the 'contracts' line of the SF-424A. Further detail on the Intermediary budget can be provided upon request.

Evaluation

The Urban Institute will serve as H2H's independent evaluator and will assess whether the outcomes are met and calculate their appropriate payments. The cost of this contract over the full 7.5-year project period is \$1,000,000. Pursuant to the SIPPR NOFA, the City is requesting \$781,770 (15% of federal savings analysis) as a part of the grant award to pay for a portion of the independent evaluation budget. A detailed explanation of the costs associated with the evaluation is described in the attached evaluation design plan. The evaluation budget will not be a part of the H2H financing but will be paid by a combination of federal grant dollars and City general fund dollars.

The City will enter into a contract for these services and so this amount is shown in the 'contracts' line of the SF-424A. Further detail on the Intermediary budget can be provided upon request.

Financing Costs

In addition to the intervention budget, which includes client services and intermediary costs and the evaluation budget, the project has estimated costs associated with financial returns paid to investors. Returns are entirely dependent on the success measures, as established by the independent evaluator and defined in the partnership agreement. The table below represents returns to investors at various success thresholds.

Estimated Financing Costs by Scenario							
		Minimum		Expected Case		Maximum	
		rate	amount	rate	amount	rate	amount
Returns paid by the City		-100%	\$ -	2%	\$ 254,928	8.6%	\$ 994,266
Returns paid by SIPPR		-100%	\$ -	5%	\$ 964,119	6.2%	\$ 1,111,800

Financing returns for the two outcomes for which Denver will make payments will have a lower return rate due to the fact that those outcomes have been well established by the original SIB and so there is less risk. The original SIB had a blended return rate at 3%. Returns for the Net Federal Reduction in Expenditures outcome, for which the SIPPR grant funding would provide payments, the calculation of which is detailed in the outcomes valuation attachment, will carry a higher risk and therefore a higher baseline return. Since the baseline return assumption is higher, the upside potential (maximum amount) is lower. The amount of estimated returns is also determined by the payment schedule. The two outcomes for which the City will make payments occur regularly throughout the seven-year period. The SIPPR outcome payment is made only once, after seven-and-a-half years, contributing significantly to the total financing costs.

Other Financing Costs

In the event that H2H is terminated before the full seven-year intervention period, the project budget includes a wind-down contingency reserve to fund three months of services while providers transition clients. Since this reserve must be funded in the first quarter, and drawn down in the last, it contributes to the financing costs but not the costs of the intervention.



May 17, 2019

To Whom It May Concern:

As part of its efforts to respond to a growing homeless population, the City of Denver has analyzed data on several hundred chronically homeless adults with considerable needs — including health, mental health and substance abuse challenges, experiencing long histories of homelessness, and significant use of health care and criminal justice resources. This effort resulted in a deep understanding of the cost of not addressing the needs of these homeless adults.

As a result, the City intends to launch a program to serve 125 individuals identified as high utilizers of the City's justice and health systems through a Housing to Health Pay for Success program. The program will provide supportive housing to break the cycle of jail, detox, and emergency medical services experienced by many people experiencing homelessness in the City. Specifically, the program will provide modified Assertive Community Treatment (ACT) services to program participants over a seven-year period.

Therefore, in conjunction with the above mentioned project, each organization that has signed the Signature Page to this letter (each, a "Project Partner" and, collectively, the "Partners") intends to sign a Denver Housing to Health Pay for Success Social Impact Bond Partnership Agreement ("Agreement") or related agreements to provide supportive housing and services for medically fragile homeless individuals in the City and County of Denver in connection with a "pay for success" financing transaction with the City and County of Denver (the "Project").

The attached preliminary draft Agreement describes a program structure modeled on an existing currently successful Pay for Success program with the same Partners, and benefits from the Partners' prior experience. For the avoidance of doubt, the draft Agreement reflects the City's and the Partners' current thinking and is subject to the City's and the Partners' further research, exploration and development, particularly with respect to program design and calculation of success metrics. Accordingly, the Partners expect to make further refinements to the Agreement to develop the most successful program possible. Execution of the Agreement is subject to a grant award pursuant to the Social Impact Partnerships to Pay for Results Notice of Funding Availability (UST-SIPPA-2019-001), Denver City Council approval of the Agreements, if applicable, Project approval by the Partners' boards of trustees and/or other governing bodies, funding commitments, and final documentation being subject to good faith negotiation and being satisfactory to each Partner and its respective counsel, as determined by each Partner in its sole



DENVER
THE MILE HIGH CITY

discretion. In the event any of the foregoing conditions precedent to execution are not met in the Partner's sole discretion, such Partner will not participate in the Project and its signature below will be deemed rescinded. This letter does not create any legal rights or obligations on the part of the Partners to sign the Agreements and shall not constitute in any way a binding obligation or duty on any Partner.

[remainder of page intentionally left blank]



DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

Mental Health Centers of Denver

By: _____

Its: _____

Enterprise Community Partners, Inc.

By: _____

Its: _____

Corporation for Supportive Housing

By: _____

Its: _____

The Urban Institute

By: _____

Its: _____

Accepted and Agreed to by:

The City and County of Denver

By: Brian Hall

Its: Chief Financial Officer





DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

[Signature]
President

Mental Health Centers of Denver

By: _____

Its: _____

Enterprise Community Partners, Inc.

By: _____

Its: _____

Corporation for Supportive Housing

By: _____

Its: _____

The Urban Institute

By: _____

Its: _____

Accepted and Agreed to by:

The City and County of Denver

By: _____

Its: _____



DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

Mental Health Center of Denver

By: Carol Clever

Its: President & CEO

Enterprise Community Partners, Inc.

By: _____

Its: _____

Corporation for Supportive Housing

By: _____

Its: _____

The Urban Institute

By: _____

Its: _____

Accepted and Agreed to by:

The City and County of Denver

By: _____

Its: _____



DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

Mental Health Centers of Denver

By: _____

Its: _____

Enterprise Community Partners, Inc.

By: Laurel Blatchford (LAUREL BLATCHFORD) By: _____

Its: PRESIDENT

Corporation for Supportive Housing

Its: _____

The Urban Institute

By: _____

Its: _____

Accepted and Agreed to by:

The City and County of Denver

By: _____

Its: _____



DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

Enterprise Community Partners, Inc.

By: _____

Its: _____

The Urban Institute

By: _____

Its: _____

Accepted and Agreed to by:

The City and County of Denver

By: _____

Its: _____

Mental Health Centers of Denver

By: _____

Its: _____

Corporation for Supportive Housing

By: *[Signature]*

Its: President / CEO



DENVER
THE MILE HIGH CITY

Colorado Coalition for the Homeless

By: _____

Its: _____

Mental Health Centers of Denver

By: _____

Its: _____

Enterprise Community Partners, Inc.

By: _____

Its: _____

Corporation for Supportive Housing

By: _____

Its: _____

The Urban Institute

By: Sarah Meelis

Its: Research Director

Accepted and Agreed to by:

The City and County of Denver

By: _____

Its: _____

Denver Housing to Health Pay for Success Program Partnership Agreement: Overview of Responses to NOFA Requirements

The submitted draft Partnership Agreement is based on the existing Pay for Success contract between the City and the program partners. As such, the contract elements critical to the SIPBRA application are presented in an order and manner that differs from the NOFA. The summary below is provided to clearly identify how the NOFA requirements are satisfied by the submitted Partnership Agreement.

NOFA Requirement	Where Addressed in Partnership Agreement
Clearly defined roles and responsibilities of each partner.	<ul style="list-style-type: none"> · Recitals · Article 2: Services and Evaluation
A service delivery plan that is flexible and adaptive to the problem and the target population.	<ul style="list-style-type: none"> · Article 2: Services and Evaluation · Exhibits D-4 and D-5: Service Agreements with Providers
An evaluation design plan.	<ul style="list-style-type: none"> · Exhibit B
A plan for sharing data among the partners, including but not limited to a Memorandum of Understanding or Memorandum of Agreement, which may be conditioned on award of a grant, that appropriately safeguards the privacy of individuals in the targeted population in accordance with applicable laws.	<ul style="list-style-type: none"> · Exhibit B: Data Security and Ownership · Exhibit D-1: Urban Institute Scope of Work
A representation that all project partners have reviewed an independent evaluation plan for the project and an agreement by all the partners to cooperate in the implementation of the evaluation plan as necessary.	<ul style="list-style-type: none"> · Article 2: Services and Evaluation

<p>A payment arrangement between the applicant and project partners (including the intermediary and/or investors, as applicable), demonstrating that all partners understand that payment by the federal government is conditioned upon the independent evaluator's verification that the project's predetermined outcome(s) and value generated have been met within the grant period.</p>	<ul style="list-style-type: none"> · Article 3: Project Funding and Payments · Article 8: Termination and Remedies: Sections 8.02 (a) and 8.06 (i)
<p>Payment arrangement must include a plan and timeline describing each payment point that the project partners have agreed on, and the corresponding outcome targets that will be evaluated in the impact evaluation.</p>	<ul style="list-style-type: none"> · Article 3: Project Funding and Payments

**PRELIMINARY DRAFT
DENVER HOUSING TO HEALTH PAY FOR SUCCESS SOCIAL IMPACT BOND
PARTNERSHIP AGREEMENT**

BY AND BETWEEN

THE CITY AND COUNTY OF DENVER, COLORADO

AND

**INTERMEDIARY SPV CONTROLLED BY ENTERPRISE COMMUNITY PARTNERS,
INC. AND THE CORPORATION FOR SUPPORTIVE HOUSING**

Dated as of April __, 2020

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Section 9.23	Reserved.	

DRAFT

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Minimum Housing to Health Social Impact Fund Balance	Exhibit E
Operating and Governance Committee Members.....	Exhibit F
Unit Lease-Up Schedule	Exhibit G

SOCIAL IMPACT BOND CONTRACT

THIS DENVER HOUSING TO HEALTH PAY FOR SUCCESS SOCIAL IMPACT BOND PARTNERSHIP AGREEMENT (this “**Contract**”) is made and entered into as of the ____ day of April 2020 (the “**Execution Date**”) by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the “**City**”) and an LLC controlled by Enterprise Community Partners, Inc. and the Corporation for Supportive Housing (the “**SPV**”). The City and the SPV are referred to collectively herein as the “**Parties.**” Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Exhibit A.

RECITALS

WHEREAS, on December 22, 2014, the Council of the City and County of Denver (“**Council**”) passed Ordinance Number 0779, which established in the General Government Special Revenue Fund, Accounting No. 11000, a “Social Impact Bond” fund program, Accounting No. 11863-2500000 (the “**Social Impact Fund**”) and authorized expenditures from this fund to include, but not be limited to, performance-based payments to contractors providing housing and case management for homeless individuals; and

WHEREAS, data from the City’s 2016 Social Impact Bond program have demonstrated that supportive housing can produce better health outcomes and reduce healthcare costs by providing more consistent, appropriate, and preventative care for individuals experiencing homelessness; and

WHEREAS, the United States Department of Treasury (the “**Treasury**”) has issued the Social Impact Partnerships to Pay for Results Notice of Funding Availability (UST-SIPPRA-2019-01) to make federal grant funding available to reimburse costs incurred by local governments for Social Impact Bond Projects; and

WHEREAS, the City desires to implement another “Social Impact Bond” or “Pay for Success” initiative to provide supportive housing to certain homeless individuals as further described herein (the “**Project**”); and

WHEREAS, the City intends to establish, under proper Council procedures, a new and separate social impact bond fund (the “**Housing to Health Social Impact Fund**”) and authorize expenditures from this fund to include, but not be limited to, performance-based payments to contractors providing housing and case management for homeless individuals; and

WHEREAS, the Corporation for Supportive Housing (“**CSH**”) and Enterprise Community Partners, Inc. (“**Enterprise**”) were selected by the City to serve as intermediary organizations for the Project; and

WHEREAS, the SPV is a limited liability company that was created jointly by CSH and Enterprise to enter into and perform the obligations of the SPV under this Contract;

WHEREAS, the SPV will contract with CSH to perform the role of “**Project Manager,**”

as set forth in this Contract and the Project Manager Agreement, and CSH will subcontract certain responsibilities of the Project Manager to Enterprise; and

WHEREAS, the SPV will contract with Enterprise to perform the role of the “**Fiscal Agent**,” as set forth in this Contract and the Fiscal Agent Agreement; and

WHEREAS, the SPV will contract with the Colorado Coalition for the Homeless (“**CCH**”) and the Mental Health Center of Denver (“**MHCD**”) (collectively, CCH and MHCD are referred to herein as the “**Service Providers**”) for the provision of the Services, as set forth in this Contract and the Service Agreements; and

WHEREAS, the City will contract with the Urban Institute (the “**Independent Evaluator**”) to evaluate the Project, as set forth in this Contract and the Independent Evaluator Agreement; and

WHEREAS, the operational costs of the SPV, the Project Manager, the Fiscal Agent, and the Service Providers will be paid with funds provided by the Lenders in the form of loans or other transfers or pledges of monies to be made to the SPV as set forth in this Contract and in the Loan Documents; and

WHEREAS, the City will make Success Payments to the SPV pursuant to this Contract only if specific, measurable outcomes are achieved by the Project; and

WHEREAS, to the extent the Services contemplated under this Contract and the Service Agreements do not yield results such that the City is obligated to make Success Payments in a sufficient amount for the SPV to pay all amounts due under the Loans, any resulting shortfall of amounts due on the Loans will be forgiven, and the SPV will not have any obligation to pay any such shortfall on the Loans, except as set forth under the terms of this Contract.

NOW, THEREFORE, the Parties are entering into this Contract to facilitate the implementation of the Project and to set forth the City’s obligations to make Success Payments upon the achievement by the Project of the outcomes described herein.

ARTICLE 1

TERM

Section 1.01 Obligations Commencing on the Execution Date. Except as set forth in Section 1.02 and Section 1.03 hereof, the Parties shall start performing their duties and obligations in accordance with the terms and conditions of this Contract upon the Effective Date.

Section 1.02 Project Launch Conditions. The “**Effective Date**” shall be the date on which the City and the SPV shall have each provided written acknowledgment, with Lender Consent, that all of the following conditions have been satisfied or waived (collectively, the “**Project Launch Conditions**”):

(a) The City and the Independent Evaluator have executed the Independent Evaluator Agreement, in a form reasonably acceptable to the Lenders, the City, the Independent

Evaluator, and the Project Manager, which requires the Independent Evaluator to perform the scope of work as substantially set forth in Exhibit D-1.

(b) The SPV and the Project Manager have executed the Project Management Agreement, in a form reasonably acceptable to the Lenders, the City and the Project Manager, which requires the Project Manager to perform the scope of work as substantially set forth in Exhibit D-2.

(c) The SPV and the Fiscal Agent have executed the Fiscal Agent Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and the Fiscal Agent, which requires the Fiscal Agent to perform the scope of work as substantially set forth in Exhibit D-3.

(d) The SPV and CCH have executed a Service Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and CCH, which requires CCH to perform the scope of work as substantially set forth in Exhibit D-4.

(e) The SPV and MHCD have executed a Service Agreement, in a form reasonably acceptable to the Lenders, the Project Manager, the City, and MHCD, which requires MHCD to perform the scope of work as substantially set forth in Exhibit D-5.

(f) The SPV and all of the Lenders have executed all Loan Documents documenting loans that provide sufficient funding for the Project.

(g) The City and the Project Manager have agreed that there are a sufficient number of Eligible Referrals such that the first 10% of housing units can promptly be leased to Participants.

(h) The City has deposited at least [\$600,395] into the Housing to Health Social Impact Fund.

(i) Each Service Provider has provided evidence of board or other approval of the Project or has represented in its Service Agreement that no further approvals or consents are required to enter into and perform under its Service Agreement, as well as copies of its current articles of incorporation and bylaws.

(j) The SPV has secured insurance coverage, acceptable to the SPV and the City and with Lender Consent.

(k) The City has entered into a SIPPR grant agreement (the “**Grant Agreement**”) with the Treasury through which the City can be reimbursed for costs incurred to implement the Housing to Health program, in an amount equivalent to the Federal government’s cost savings as a result of the program.

Section 1.03 Determination of Project Launch. In the event that the Effective Date has not occurred within 30 days of the Execution Date, the Governance Committee will meet on a biweekly basis to facilitate the achievement of the Project Launch Conditions. In the event the Parties do not agree in writing, with Lender Consent, that the Project Launch Conditions have

been satisfied on or before [October 1, 2020], this Contract shall automatically terminate and have no further force or effect, and no Party, or any of their respective affiliates or any of their members, managers, officers, or directors will have any liability of any nature whatsoever under this Contract, and, as set forth in the Loan Documents, the SPV shall return to the Lenders, on a pro rata basis, any unused Loan proceeds provided by the Lenders to the SPV by such date.

Section 1.04 Term of the Project and this Contract.

(a) For the purpose of measuring outcomes of the Project, the Project is deemed to have commenced on [April 1, 2020] (the “**Project Start Date**”) (and for the avoidance of doubt, the SPV’s obligations under this Agreement shall commence on the Effective Date). Unless terminated earlier or extended with Lender Consent pursuant to the terms of this Contract, the Project shall terminate on the date that is ninety (90) months after the Project Start Date (the “**Project Term**”).

(b) Except as otherwise set forth in this Contract, all rights and obligations of the Parties shall remain in effect for the duration of the Project Term and until such time thereafter that all Success Payments due from the City have been paid to the SPV, the SPV has distributed all accumulated Success Payments in accordance with this Contract and the Loan Documents, and any other Project wind-down activities and payments associated therewith have been completed.

Section 1.05 Quarters. For purposes of this Contract, each “**Quarter**” shall mean a project year quarter. Project years begin on [April 1] and end on [March 31]. Project quarters begin on [April 1st, July 1st, October 1st, or January 1st].

ARTICLE 2
SERVICES; EVALUATION

Section 2.01 Service Agreements. On or prior to the Effective Date, the SPV will execute (i) a contract with CCH to perform the CCH Program (as defined below), and (ii) a contract with MHCD to perform the MHCD Program (as defined below) (collectively, such contract with CCH and such contract with MHCD are referred to herein as the “**Service Agreements**”).

Section 2.02 Services. CCH will provide the services described in Exhibit D-4 attached hereto (the “**CCH Program**”), and MHCD will provide the services described in Exhibit D-5 attached hereto (the “**MHCD Program**”) (collectively, the CCH Program and the MHCD Program are referred to herein as the “**Services**”). Unless terminated earlier or extended pursuant to the terms of this Contract and the Service Agreements, the Services shall terminate on the date that is eighty-four (84) months after the Project Start Date.

Section 2.03 Referral Population.

(a) Target Population. The “**Target Population**” shall consist of homeless individuals who are individuals with a record of at least eight arrests over the past three years in Denver County, experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high cost health services paid through Medicaid and Medicare, including services

received through Denver Health and Hospital Authority, as further defined in Exhibit B, **“the Evaluation Plan.”**

(b) Identification of Eligible Referrals from Target Population. As set forth in the Evaluation Plan, the Independent Evaluator will identify and screen the Target Population for eligibility (the **“Eligible Referrals”**) under the criteria set forth in the Evaluation Plan (the **“Eligibility Criteria”**). As set forth in the Evaluation Plan, the Independent Evaluator will assign Eligible Referrals to (i) a control group (the **“Control Group”**) that will not be referred to the Service Providers to receive the Services or (ii) a treatment group that will be referred to the Service Providers to receive the Services. The Service Providers will obtain consent from all Participants for participation in the Services prior to the commencement of such Services. Upon referral to either the CCH Program or the MHCD Program, participating Eligible Referrals (the **“Participants”**) will receive the Services from a Service Provider.

(c) Projected Participant Referral Schedule. Table B of the Evaluation Plan, **“Minimum Treatment Randomization Timeline,”** identifies the minimum projected schedule for referral of Participants into the Project.

Section 2.04 Independent Evaluator Agreement.

(a) Prior to the Effective Date, the City will execute a contract with the Independent Evaluator to perform the scope of work set forth in Exhibit D-1.

(b) The City shall not terminate the Independent Evaluator or replace the Independent Evaluator without the Approval of the Governance Committee.

(c) The Independent Evaluator Agreement will require that the Independent Evaluator deliver the reports with respect to the payment of Success Payments to the Lenders at the same time they are delivered to the City and the SPV under this Contract.

Section 2.05 Evaluation Plan.

(a) The Independent Evaluator has prepared, and the Parties have hereby incorporated into this Contract, the Evaluation Plan attached hereto as Exhibit B. In the interest of clarity, in the event of any discrepancy between the Evaluation Plan and this Contract, the terms of the Evaluation Plan shall control.

(b) The Evaluation Plan may be amended for any reason in writing with the Approval of the Governance Committee.

Section 2.06 Provision of Information. Each of the Parties hereby agrees to provide such information as is required pursuant to this Contract, including the Evaluation Plan, to each other and the Independent Evaluator, as is necessary for each party to carry out its respective evaluation and other responsibilities in accordance with this Contract and the Evaluation Plan; provided that the Parties agree that the data collected by the Independent Evaluator and the sharing of such data shall be subject to the terms of the Independent Evaluator Agreement. The Independent Evaluator Agreement will require that, upon termination of such Agreement, the Independent Evaluator will return to the City and the SPV, and provide an irrevocable license to

the City and the SPV to use, all of the data, reports, analyses, work product and intellectual property provided or acquired by the Independent Evaluator in connection with the Project, except for confidential information regarding any Participant, in a format specified by the City and the SPV.

ARTICLE 3

PROJECT FUNDING; PAYMENTS

Section 3.01 Project Budget. The Project Budget in Exhibit C sets forth the agreed upon total cost for the delivery of the Services and certain other costs associated with the administration of the Project (such total costs, collectively, “**Total Project Costs**”) over the Project Term. Subject to the provisions of the Service Agreements, the Project Budget may be amended from time to time during the Project Term with the Approval of the Governance Committee (as herein defined); provided, however, that the Approval of the Governance Committee shall not be required for amendments to line items that do not change any such line item by more than 10% per line item, so long as such aggregated line item changes do not cause the Total Project Costs to change.

Section 3.02 SPV Operating Account. The SPV shall maintain a deposit account (the “**SPV Operating Account**”) at PNC Bank, National Association, or any successor financial institution that is approved by Lender Consent. All monies received by the SPV from the Lenders pursuant to the Loan Documents and from the City for Success Payments shall be deposited into the SPV Operating Account. Any interest earned on such monies shall be held within the SPV Operating Account. Any monies within the SPV Operating Account may only be transferred from the SPV Operating Account to (i) pay the Total Project Costs as set forth in this Contract, the Service Agreements, the Project Manager Agreement, the Fiscal Agent Agreement and in accordance with the Loan Documents; (ii) at the end of the Project Term, disburse any funds remaining in the SPV Operating Account in a manner that is consistent with this Contract and the Loan Documents; (iii) make Success Payments to the Lenders in accordance with the Loan Documents; and (iv) in the event of a Termination Event, distribute any funds remaining in the SPV Operating Account as described in Section 8.06(h). It is acknowledged that the SPV Operating Account will be collaterally pledged to the Lenders pursuant to a collateral assignment and account control agreement. Prior to the date of the first payment that is due to be transferred into the SPV Operating Account pursuant to this Contract, the SPV shall cause the Fiscal Agent to give notice to the City and the Lenders of the account number and wire transfer instructions to be used for all transfers of amounts payable into the SPV Operating Account pursuant to this Contract. After such notice is given, no change in such account number or wire transfer instructions shall be made without further notice to the Lenders and the City.

Section 3.03 City Consent to Proposed Loan Documents. Prior to executing any Loan Agreement or material amendment thereto (“**Proposed Loan Agreement**”), the SPV shall provide notice to the City and offer the City an opportunity to review each such Proposed Loan Agreement. The SPV shall not execute any Proposed Loan Agreement unless the SPV obtains written notice (by electronic mail) from the City either (i) consenting to the SPV’s execution of such Proposed Loan Agreement, or (ii) waiving the right of the City to review such Proposed Loan Agreement. In the event that the City fails to provide any response within ten (10)

Business Days of receipt of notice that the SPV intends to enter a Proposed Loan Agreement, the City will be deemed to have waived its right to review and to have consented to such Proposed Loan Agreement. Consent may be withheld by the City only to the extent that the City identifies that a provision of the Proposed Loan Agreement impacts the rights, responsibilities, or obligations of the City in a manner that is inconsistent with this Contract. For the avoidance of doubt, however, the SPV reserves sole discretion in determining whether a Proposed Loan Agreement is in acceptable form, even after it may have received consent from the City as described in this Section. The Chief Financial Officer of the City, or permitted designee, is authorized to take the actions described in this Section 3.03 on behalf of the City.

ARTICLE 4

SUCCESS PAYMENTS

Section 4.01 Maximum Success Payments. The SPV shall be entitled, subject to Section 4.06, to receive outcome-based payments from the City in an amount not to exceed [\$4,887,700] with respect to the Housing Stability Success Payments, an amount not to exceed [\$2,610,000] with respect to the Jail Day Reductions Success Payments, and [\$5,211,800] with respect to Net Reduction in Federal Expenditures Success Payments in accordance with this Contract (collectively, the Housing Stability Success Payments, the Jail Day Reductions Success Payments, and the Net Reduction in Federal Expenditures Success Payments are referred to herein as the “**Success Payments**”).

Section 4.02 Housing Stability Success Payments Calculation and Payment. “**Housing Stability Success Payments**” means the payments, if any, that will be made by the City to the SPV in accordance with this Section, for each Participant Meeting Payment Requirement (as defined below).

(a) “**Participant Meeting Payment Requirement**” means each Participant that either (i) achieves a minimum of three hundred and sixty-five (365) Days in Stable Housing (as defined below), or (ii) experiences an Early Exit Event (as defined below). For purposes of clarity, such three hundred and sixty-five (365) day period is not required to occur within one calendar year.

(b) “**Days in Stable Housing**” means, with respect to each Participant, the total number of days that such Participant maintains a lease, sublease, or occupancy agreement in such Participant’s name; provided, however, that if such Participant is absent from such premises for a period of ninety (90) or more consecutive days for any reason except an Early Exit Event, the Days in Stable Housing shall be reset to zero for such Participant.

(c) An “**Early Exit Event**” means, with respect to each Participant, the occurrence of any of the following events, as certified by the Independent Evaluator: (i) a Participant ceases to receive Services and has relocated to other permanent housing where such Participant is named on a lease, sublease, or occupancy agreement or obtains a letter from the leaseholder or owner of a premises that such Participant may reside in such premises on a permanent basis; (ii) a Participant enters a residential treatment program for a period exceeding

ninety (90) days to address a physical or behavioral health issue; (iii) a Participant is incarcerated for actions entirely occurring prior to becoming a Participant; and (iv) the death of a Participant.

(d) Reserved.

(e) Housing Stability Success Payments will be calculated by the Independent Evaluator by multiplying (i) the number of Days in Stable Housing, less any days during such period that the Participant is incarcerated and less any days that are a part of the Pilot Period, for each Participant Meeting Payment Requirement by (ii) the amount of [\$19.25]. The Independent Evaluator shall certify the amount of Housing Stability Success Payments that the City is required to pay in a report to be submitted to the City, the SPV and the Lenders by the dates set forth in the table below (the “**Quarterly Housing Stability Outcomes Report**”), the format of which is described in the Evaluation Plan attached hereto as Exhibit B. The Independent Evaluator’s ability to produce the Quarterly Housing Stability Outcomes Report on time is dependent upon receiving proper information from Service Providers and the City’s Sheriff’s Department. To the extent there are delays in the receipt of such information that affect the ability of the Independent Evaluator to deliver a Quarterly Housing Stability Outcomes Report on a timely basis, the Independent Evaluator shall inform the Governance Committee, and the deadline for that Quarterly Housing Stability Outcomes Report and the payment date of the related Housing Stability Success Payment may be extended at the discretion of the Governance Committee.

Period of Project Under Evaluation, Housing Stability	Housing Stability Outcomes Observed Through	Independent Evaluator Report Deadline	City Payment Deadline
Q1-6	9/30/2021	12/15/2021	1/31/2022
Q1-10	9/30/2022	12/15/2022	1/31/2023
Q1-14	9/30/2023	12/15/2023	1/31/2024
Q1-18	9/30/2024	12/15/2024	1/31/2025
Q1-22	9/30/2025	12/15/2025	1/31/2026
Q1-26	9/30/2026	12/15/2026	1/31/2027
Q1-28	3/31/2027	6/15/2027	7/31/2027

(f) Within forty-five (45) days after receipt of the Quarterly Housing Stability Outcomes Report, regardless of whether there are any disputes in the calculations of the Independent Evaluator as described in paragraph (f) of Section 4.02, the City shall deposit into the SPV Operating Account funds sufficient to pay the Housing Stability Success Payments that have been earned for the period ending on that last date covered by such report and not previously paid by the City, if any; provided, however that, for the last installment of Housing Stability Success Payment, if the City disputes the calculations of the Independent Evaluator, the

City may withhold payment of the amount in dispute until the amount is finally determined through the dispute resolution process below. The City may dispute calculations within fifteen (15) days after receipt of the Quarterly Housing Stability Outcomes Report by providing written notice of any errors in calculations to the Independent Evaluator, SPV, and Lenders. The Independent Evaluator will have fifteen (15) days after such notice from the City to make corrections. Within five (5) Business Days of the City's deposit of Housing Stability Success Payments funds into the SPV Operating Account, the SPV shall disburse such Housing Stability Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

(g) Reserved.

Section 4.03 Jail Day Reductions Success Payments Calculation and Payment. **“Jail Day Reductions Success Payments”** means the payments that will be made by the City to the SPV, if any, for each positive Percentage Difference in Average Jail Days in accordance with this Section.

(a) **“Percentage Difference in Average Jail Days”** will be determined by the Independent Evaluator by (i) subtracting the Treatment Group Number of Average Jail Days from the Control Group Number of Average Jail Days, (ii) dividing such number by the Control Group Number of Average Jail Days, and (iii) multiplying such number by one hundred (100). Such calculation may result in a positive or negative percentage. Resulting percentages will be rounded to the nearest integer.

(b) **“Treatment Group Number of Average Jail Days”** means the total number of Average Jail Days that Participants assigned to the Treatment Group were incarcerated in the City's jail during each 730 (365x2) consecutive day period, determined separately for each Participant, commencing with the date the Participant is assigned to the Treatment Group, and any 730 consecutive day period must end on or prior to last day of the observation period in order to be included in determining the Treatment Group Number of Average Jail Days for that observation period.

(c) **“Control Group Number of Average Jail Days”** means the total number of Average Jail Days that Eligible Referrals assigned to the Control Group were incarcerated in the City's jail during each 730 (365x2) consecutive day period, determined separately for each Participant, commencing with the date the Participant is assigned to the Control Group, and any 730 consecutive day period must end on or prior to last day of the observation period in order to be included in determining the Control Group Number of Average Jail Days for that observation period.

(d) Jail Day Reductions Success Payments will be determined by the Independent Evaluator by calculating the Percentage Difference in Average Jail Days and then identifying the corresponding dollar amount identified in the “Payment Amount” column of the payment scale set forth below:

Percentage Threshold	Payment Per Percentage Point
< 20%	\$0
20 to < 30%	[\$35,500]
30 to < 60%	[(30 x \$35,500) + \$8,000 per percentage point above 30%]
≥ 60%	Max Payment [(\$1,305,000 for any single payment and \$2,610,000 total for both payments)]

If the Percentage of Average Jail Day Reductions is a negative number, then the Jail Day Reductions Success Payments will be zero. The Independent Evaluator shall certify the amount of the Jail Day Reductions Success Payments required to be made by the City and the accuracy of this information in reports to be submitted to the City, the SPV and the Lenders by the dates set forth in the table below, which reports shall cover the evaluation period from Quarters 1 through 20 and Jail Day outcomes observed through Quarter 20 (the “**Jail Days Outcomes Report**”), the format of which is described in the Evaluation Plan attached as Exhibit B.

Period of Project Under Evaluation, Jail Days	Jail Days Outcomes Observed Through	Independent Evaluator Report Deadline	City Payment Deadline
Q1-14	9/30/2023	12/15/2023	1/31/2024
Q1-28	3/31/2027	6/15/2027	7/31/2027

(e) Within forty-five (45) days of receipt of the Jail Days Outcomes Report the City shall deposit into the SPV Operating Account funds sufficient to pay the Jail Day Reductions Success Payments that have been earned, if any. Within five (5) Business Days of the City’s deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Jail Day Reductions Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.04 Net Reduction in Federal Expenditures Success Payments Calculation and Payment. “**Net Reductions in Federal Expenditures Success Payments**” means the payments that will be made by the City to the SPV, exclusively from funds received by the City from the Treasury, pursuant to the Grant Agreement, if any, in accordance with this section.

(a) “**Net Reduction in Federal Expenditures**” will be determined by the Independent Evaluator by subtracting the average difference in the change over the observation period for the Treatment Group Amount Billed for Claims from the average difference in the change over the observation period for the Control Group Amount Billed for Claims. Such calculation may result in a positive or negative number. Resulting numbers will be rounded to the nearest integer.

(b) **“Treatment Group Amount Billed for Claims”** means the total federal share, calculated at 90 percent (90%), of the amount billed for claims for all Participants, commencing with the date the Participant is assigned to the Treatment Group, and ending on or prior to last day of the Project Term in order to be included in determining the Treatment Group Amount Billed for Claims.

(c) **“Control Group Amount Billed for Claims”** means the total federal share, calculated at 90 percent (90%) of the amount billed for claims for all Participants, commencing with the date the Participant is assigned to the Control Group, and ending on or prior to last day of the Project Term in order to be included in determining the Control Group Amount Billed for Claims.

(d) Net Reduction in Federal Expenditures Success Payments will be determined by the Independent Evaluator by (i) calculating the Net Reduction in Federal Expenditures year, (ii) multiplying the annual Net Reduction in Federal Expenditures for each project year by the medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year between the project year for which the amount was calculated and [March 31, 2027], and (iii) adding all the annual amounts together.

If the Net Reduction in Federal Expenditures is a negative number, then the Net Reduction in Federal Expenditures Success Payments will be zero. The Independent Evaluator shall certify the amount of the Net Reduction in Federal Expenditures Success Payments required to be made by the City, exclusively from funds received by the City from the Treasury, and the accuracy of this information in a report to be submitted to the City, [US Department of Treasury], the SPV and the Lenders by June 15, 2027, which report shall cover the evaluation period from Quarters 1 through 28 and Net Reduction in Federal Expenditures outcomes observed through Quarter 28 (the **“Final Wind Up Net Federal Expenditures Reduction Outcomes Report”**), a format of which is described in the Evaluation Plan attached as Exhibit B.

(e) Within forty-five (45) days of receipt of the Final Wind Up Net Reduction in Federal Expenditures Outcomes Report the City shall deposit into the SPV Operating Account funds sufficient to pay the Net Reduction in Federal Expenditures Success Payment that has been earned, if any, only if the City has received funds from the Treasury. Within five (5) Business Days of the City’s deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Net Reduction in Federal Expenditures Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.05 City Representations on Success Payments.

(a) The City is authorized to enter into this Contract and to carry out its obligations hereunder. The City has duly authorized and approved the creation of the Housing to Health Social Impact Fund and the use of funds deposited therein to make Success Payments.

(b) The City represents that, as of the Effective Date, the balance in the Housing to Health Social Impact Fund is not less than [\$600,395].

Section 4.06 City Financial Obligations Limited to Monies on Deposit in the Housing to Health Social Impact Fund; Pledge; Deposit of Monies to Housing to Health Social Impact Fund Subject to Annual Appropriation.

(a) The City's obligation to pay Success Payments shall be limited to moneys on deposit in the Housing to Health Social Impact Fund, which are hereby irrevocably pledged to the payment of the Success Payments and payments to be made under the Independent Evaluator Agreement so long as this Contract is in effect. On and after the Effective Date, monies in the Housing to Health Social Impact Fund shall be held in cash or, if invested, shall be invested only in accordance with the Charter and the City's investment policy, and earnings shall remain in the Housing to Health Social Impact Fund.

(b) Monies currently held in the Housing to Health Social Impact Fund shall remain in the Housing to Health Social Impact Fund. Additional monies appropriated for deposit into the Housing to Health Social Impact Fund in Fiscal Year 2020 and monies appropriated for deposit into the Housing to Health Social Impact Fund in subsequent Fiscal Years shall be deposited into the Housing to Health Social Impact Fund.

(c) At the end of the intervention period, the City anticipates receiving funds under the Grant Agreement in an amount equivalent to the Federal Government's cost savings as a result of the program, as determined in accordance with the Evaluation Plan. The City will deposit grant funds in the "Housing to Health Social Impact Fund" for distribution as success payments as described in Section 4.04. In no event shall the City be responsible for payment of funds in any amount greater than that received through the Grant Agreement. If the amount of funds received by the City under the Grant Agreement is less than anticipated, the City may, at its discretion (i) reduce success payments in accordance with the amount of money received from the Treasury or (ii) terminate this Agreement.

(d) The Chief Financial Officer or other officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the Council, for any Fiscal Year in which this Contract shall be in effect, the amounts sufficient to maintain minimum balances in the Housing to Health Social Impact Fund that are set forth in Exhibit E on the dates set forth therein in each Fiscal Year in which this Contract is in effect. To the extent that the minimum balance set forth in Exhibit E for a particular Fiscal Year is not maintained by the City and the SPV has not exercised (including at the direction of the Lenders) its option to terminate this Contract pursuant to Section 8.03(d), the Chief Financial Officer or other officer of the City is hereby directed to include in the annual budget proposal for the succeeding Fiscal Year the amount needed to maintain such minimum balance by the City for the prior Fiscal Year in addition to the amount needed to maintain the minimum balance for such succeeding Fiscal Year. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an appropriation shall be made solely by the City and the actions of the officials of the City.

(e) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Council, paid into the Treasury of the City, and encumbered for the purpose of this Contract. The City does not by this Contract irrevocably

pledge present cash reserves for payment or performance in future fiscal years. This Contract does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by the City's Revised Municipal Code.

Section 4.07 City Notification. In the event funds in the amount set forth in Exhibit E are not appropriated for any Fiscal Year, the City will notify the SPV and the Lenders of such occurrence in writing no later than December 15 of the immediately preceding Fiscal Year.

Section 4.08 Early Housing Stability Success Payments.

(a) If this Contract is terminated prior to the end of the Project Term due to a Termination Event, the City shall request that, within ninety (90) Days of such termination, or if Housing Stability Success Payments include the three month wind down period after termination as described in paragraph (b) below, within ninety (90) days after the end of such wind-down period, the Independent Evaluator submit to the City, the SPV and the Lenders a Housing Stability Outcomes Report calculating the Housing Stability Success Payments that have accrued in accordance with Section 4.02 as of the date of the Termination Event, if any (the “**Early Housing Stability Success Payments**”); provided, however, that if the Termination Event is caused solely due to the actions or inactions of the City, the minimum requirement set forth in Section 4.02(a)(i) shall be waived. Within forty-five (45) days of receipt of such Housing Stability Outcomes Report, the City shall deposit into the SPV Operating Account funds sufficient to pay the Early Housing Stability Success Payments that have been earned for the period ending on that last date covered by such report and not previously paid by the City, if any. Within five (5) Business Days of the City's deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Early Housing Stability Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

(b) If this Contract is terminated due to a Termination Event specified in Section 8.03(a) through (d), Section 8.04(a) through (b), Section 8.04(f) through (l), or Section 8.05(b), calculations of Housing Stability Success Payments shall include Participants receiving Services during the three-month wind-down period after the termination date.

Section 4.09 Early Jail Day Reductions Success Payments.

(a) If (i) this Contract is terminated prior to the end of the Project Term due to a Termination Event, (ii) at least seventy-five (75) Participants were included as part of the Treatment Group for a period of at least one (1) year, and (iii) at least seventy-five (75) Eligible Referrals were included as part of the Control Group for a period of at least one (1) year, then the City shall request that, within ninety (90) Days of such termination, the Independent Evaluator submit to the City, the SPV and the Lenders a Final Wind Up Jail Days Outcomes Report calculating the Jail Day Reductions Success Payments that have accrued in accordance with

Section 4.03 (the “**Early Jail Day Reductions Success Payment**”), except that Jail Days reductions shall be calculated based upon the following:

- (i) Payments will be based upon the longest identifiable enrollment period of results ranging from one (1) to two (2) years, so long as there are at least 75 Participants in the identified results period. Payment will be based only upon the results of Participants in the longest identified enrollment group. To the extent that some Participants within the group have additional year(s) of results, those years will not be counted.
- (ii) Payments will be: (1) adjusted based upon a “Percentage Multiplier” based upon investments draws that equal the percentage of the total investment made up until the point of early termination based upon the following table; (2) draw amounts shall be adjusted to actual draws, to the extent that they differ from the table below, but adjustments shall not exceed a five percent (5%) increase in any given year; and (3) Success Payments shall not exceed an amount that would create an Internal Rate of Return (calculated using the XIRR function in Microsoft Excel, the “IRR”) higher than maximum IRR defined for City Default or Non-Default situations in the following table.

If Termination Occurs During Quarter	Scheduled Total Draw	Percentage Multiplier	Max IRR (City Default)	Max IRR (No City Default)
1	\$139,132	6%	12%	8.60%
2	\$201,372	9%		
3	\$263,612	12%		
4	\$340,415	16%		
5	\$415,621	19%		
6	\$488,325	23%		
7	\$561,030	26%		
8	\$637,647	30%		
9	\$714,286	33%		
10	\$788,347	37%		
11	\$862,409	40%		
12	\$940,438	44%		
13	\$1,018,669	47%		
14	\$1,094,247	51%		
15	\$1,169,825	55%		
16	\$1,249,426	58%		

17	\$1,329,779	62%
18	\$1,407,398	66%
19	\$1,485,018	69%
20	\$1,566,719	73%
21	\$1,648,661	77%
22	\$1,727,788	81%
23	\$1,806,915	84%
24	\$1,890,182	88%
25	\$1,975,034	92%
26	\$2,056,985	96%
27	\$2,138,937	100%
28	\$2,146,146	100%

(iii) Early Jail Days Reduction Success Payment = Percentage Multiplier x Original Payment Per Percentage Point (Adjusted to Max payment if IRR exceeds limits)

(b) Within forty-five (45) days of receipt of such Final Wind Up Jail Days Outcomes Report, the City shall deposit into the SPV Operating Account funds sufficient to pay the Early Jail Day Reductions Success Payments that have been earned through the end of the period covered by such report and not previously paid by the City, if any. Within five (5) Business Days of the City's deposit of any such funds into the SPV Operating Account, the SPV shall disburse such Early Jail Day Reductions Success Payments to the Lenders pursuant to the terms and conditions of the Loan Documents.

Section 4.10 Net Reduction in Federal Expenditures Reductions Success Payments.
[This section to be determined based on Grant Agreement with the Treasury.]

ARTICLE 5

OVERSIGHT AND REPORTING

Section 5.01 Operating Committee. An operating committee comprised of the parties identified under subsection (b) of this Section (the "**Operating Committee**") shall be established to facilitate successful operation of the Project, highlight any concerns, discuss trends and monitor progress of the Project. In particular, the Operating Committee shall focus on the referral process of Eligible Referrals, the housing resources available to the Target Population, identifying and monitoring program trends, and monitoring the progress of the Participants. The Operating Committee will serve as an advisory committee to facilitate programmatic adjustments in the interest of improving the provision of Services and/or the efficiency of the Project and will not have any authority to bind the Parties in any way under this Contract or to change any terms of this Contract or the Loan Documents.

(a) The Operating Committee shall hold regular meetings ("**Operational Meetings**") at least twice per month commencing on the Effective Date until six (6) months thereafter, and, after such time, at least once a month for the remainder of the Project Term. The

Project Manager shall provide written notice to the Operating Committee Members (as defined below) and the Lenders of regularly scheduled Operational Meetings on an annual basis, any changes to the schedule within at least five Business Days of the change and each emergency meeting as soon as practicable after the emergency meeting is scheduled.

(b) As of the Effective Date, the Operating Committee's membership will include at minimum representatives from the City, Enterprise, CSH, the Service Providers, and the Independent Evaluator (collectively, the "**Operating Committee Members**"). The Operating Committee Members may be expanded to include representatives from other organizations as determined by the existing Operating Committee Members. Each of the Lenders may attend all meetings of the Operating Committee. The Project Manager is responsible for the raising of agenda items identified by the Project Manager or the Operating Committee Members and facilitating group discussions at the Operational Meetings. The Project Manager shall prepare an agenda and circulate the agenda to all Operating Committee Members and the Lenders at least two (2) Business Days in advance of any Operational Meeting. The agenda for an Operational Meeting may include the following items:

- (i) A discussion of the most recent Service Provider Reports and the most recent report of the Independent Evaluator, to the extent such reports have not been discussed at an earlier meeting;
- (ii) A description of any significant changes to the Services that are being considered or implemented;
- (iii) A discussion of the referral process and any changes that should be or are being considered or implemented;
- (iv) A discussion of the housing resources available to the Participants, the access and placement process for housing, and any changes that should be or are being considered or implemented;
- (v) A discussion of the engagement of Participants into the Services and any changes that should be or are being considered or implemented;
- (vi) A discussion of the retention levels of Participants in the Services and any changes that should be or are being considered or implemented;
- (vii) A discussion of the implementation and operation of the referral process and any changes that should be or are being considered or implemented;
- (viii) A discussion of any critical incidents involving Participants since the last meeting;

- (ix) A discussion of any changes to the anticipated funding needs of the SPV, the Service Providers, the Fiscal Agent, or the Project Manager in connection with their performance under this Contract and any related agreements;
- (x) A discussion of issues related to systemic barriers to housing stability;
- (xi) A discussion of issues related to income and benefits as related to Participants and access thereto; and
- (xii) A discussion of the evaluation of Participants to date.

(c) The Project Manager shall prepare and circulate, by electronic mail, minutes of all Operational Meetings within five (5) Business Days after the meeting to all Operating Committee Members and the Lenders. Minutes shall be deemed approved within two (2) Business Days if no objections have been submitted to the Project Manager by any of the Operating Committee Members.

(d) Any of the Operating Committee Members may call for a special meeting of the Operating Committee upon one Business Days' notice to discuss an urgent matter. The notice for the special meeting of the Operating Committee shall include the agenda and reason for the special meeting.

(e) All Operational Meetings may be held in person or by phone or similar communication medium.

Section 5.02 Governance Committee Meetings.

(a) A governance committee consisting of the parties identified below and in Exhibit G (the "**Governance Committee**") shall be established for the purpose of resolving disputes and making certain determinations as outlined in this Contract.

(b) The Governance Committee's voting membership will consist of the City, the Project Manager, in its capacity as the SPV's representative, the Lenders, the Independent Evaluator and the Service Providers; provided that matters that require the approval of the Governance Committee under this Contract shall require the unanimous vote of the City and the Lenders (which vote of the Lenders shall be determined in the same manner as Lender Consent) ("**Approval of the Governance Committee**") and shall not require concurring votes of any other members of the Governance Committee. To the extent other parties attend a Governance Committee meeting, such parties will not be entitled to a vote. Failure of any City or Project Manager Governance Committee member or its qualified designee to attend more than two (2) regularly scheduled meetings in any calendar year shall constitute a Material Breach by the City or the SPV, respectively, under this Contract.

(c) The Project Manager shall provide written notice to all members of the Governance Committee of regularly scheduled Governance Committee Meetings on an annual

basis, any changes to the schedule within at least five Business Days of the change and each emergency meeting as soon as practicable after the emergency meeting is scheduled.

(d) Governance Committee meetings shall be held once per Quarter or such other schedule as the members of the Governance Committee shall deem appropriate. Any of the Governance Committee members may call for a special Governance Committee meeting upon two (2) Business Days' notice to discuss an urgent matter. The notice for the special Governance Committee meeting provided by the Project Manager shall include the agenda and reason for the special meeting.

(e) The Project Manager shall work with the Operating Committee members to prepare an agenda and circulate the agenda and most recent Service Provider Reports and report of the Independent Evaluator, by electronic mail, to all members of the Governance Committee, at least five (5) Business Days in advance of any Governance Committee meeting, except in the case of a special Governance Committee meeting, in which case Project Manager will distribute an agenda as soon as reasonably practicable.

(f) All Governance Committee meetings may be held in person or by phone or similar communication medium.

(g) The Project Manager shall prepare and circulate minutes of all Governance Committee Meetings within five (5) Business Days after the Governance Committee meeting to all Governance Committee members. Meeting participants shall have two (2) Business Days to comment on the draft minutes after which the minutes will be deemed approved.

(h) The Governance Committee, in considering the matter at issue, may seek input from any member of the Operating Committee or any other person or entity it deems useful.

(i) The Chief Financial Officer of the City, or permitted designee, is authorized to take the actions described in this Article 5 of the Contract on behalf of the City.

Section 5.03 Reporting on SPV Operating Account. Within forty-five (45) days from the end of each Quarter, the SPV shall cause the Fiscal Agent to provide financial statements for the SPV Operating Account to the Operating Committee. If the balances in the SPV Operating Account as of the end of any Quarter vary by more than ten percent (10%) from the balances assumed in the Project Budget attached hereto as Exhibit C, then the SPV will provide a detailed report to the Operating Committee setting forth the reasons for such variance. Any corrective action plan developed may require Lender Consent pursuant to the Loan Documents.

Section 5.04 Performance of the Independent Evaluator. The City will be responsible for enforcing the Independent Evaluator Agreement, including ensuring the timing of the Independent Evaluator's reports, analyses, and the performance of the Independent Evaluator's obligations set forth in Exhibit D-1 and the Evaluation Plan. The City is not required to file any suit in equity or at law to enforce the Independent Evaluator's obligations. Such enforcement rights shall include the termination and replacement of the Independent Evaluator under the Independent Evaluator Agreement for failure to comply with its obligations hereunder or

thereunder. Any such replacement is subject to Approval of the Governance Committee. The Independent Evaluator will be permitted to terminate the Independent Evaluator Agreement in accordance with its terms with the effect described in Section 8.04(b) hereof.

Section 5.05 Performance of the Service Providers. The SPV will be responsible for enforcing the Service Agreements, including ensuring the timing of each of the Service Provider Reports, analyses, and the performance of the Service Providers of the obligations set forth in Exhibit D-4 and Exhibit D-5; provided, however, that the SPV's resources for enforcing such contracts are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Service Provider's obligations. Such enforcement rights shall include the termination and replacement of a Service Provider under a Service Agreement for failure to comply with its obligations hereunder or thereunder. Any such replacement is subject to Approval of the Governance Committee. A Service Provider will be permitted to terminate a Service Agreement in accordance with the terms in its respective Service Agreement with the effect described in Section 8.04(c) hereof.

Section 5.06 Performance of the Project Manager. The SPV will be responsible for enforcing the provisions of the Project Manager Agreement, including the performance of the obligations set forth in Exhibit D-2; provided, however, that the SPV's resources for enforcing such contract are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Project Manager's obligations. Such enforcement rights shall include the termination and replacement of the Project Manager under its agreement for failure to comply with its obligations hereunder or thereunder. Any such replacement is subject to Approval of the Governance Committee. The Project Manager will be permitted to terminate the Project Manager Agreement only upon a Termination Event or in the event the Project Manager's continued performance thereunder is impracticable with the effect described in Section 8.04(d) hereof.

Section 5.07 Performance of the Fiscal Agent. The SPV will be responsible for enforcing the provisions of the Fiscal Agent Agreement, including the performance of the obligations set forth in Exhibit D-3; provided, however, that the SPV's resources for enforcing such contract are limited to the assets within the SPV Operating Account. The SPV is not required to file any suit in equity or at law to enforce the Fiscal Agent's obligations. Such enforcement rights shall include the termination and replacement of the Fiscal Agent under its agreement for failure to comply with its obligations thereunder. Any such replacement is subject to Approval of the Governance Committee. The Fiscal Agent will be permitted to terminate the Fiscal Agent Agreement only upon a Termination Event or in the event Fiscal Agent's continued performance thereunder is impracticable, due, for example, to Fiscal Agent's inability to perform the requisite services in accordance with its budgeted fees due to changes in accounting rules. Such termination will have the effect described in Section 8.04(e) hereof.

Section 5.08 Reserved.

Section 5.09 Lender Consent. For purposes of this Contract, "**Lender Consent**" shall be determined by a vote of [75%] of the Lenders, based on dollars of funding committed; *provided, however*, that (i) if a Lender is in breach of its obligation to fund, the "funding committed" for such Lender, for the purpose of determining Lender Consent, shall be

deemed to be the amount of funding actually released as of the date such consent is being sought and (ii) if a Lender is not in breach but has transferred its future funding commitments to a third party (other than a transfer to an affiliate of the Lender and other than a transfer due to acquisition of the Lender by a third party), the “funding committed” for such Lender, for the purpose of determining Lender Consent, shall be deemed to be the amount of funding actually released as of the date such consent is being sought plus the amount, if any, such Lender shall be committed to fund in the future. The SPV, acting through the Project Manager, shall be responsible for notifying the Lenders regarding any matter for which Lender Consent is required under this Contract by providing the Lenders with a description of the matter submitted for Lender Consent. The Lenders shall provide written notice (including email notice) to the Project Manager of whether or not Lender Consent has been obtained regarding such matter as soon as possible, but in all events within ten (10) Business Days from the date of receipt of all information that the Lenders may reasonably request in order to provide such Lender Consent, which decision shall be made on behalf of and binding upon all Lenders.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF THE SPV

The SPV hereby represents and warrants to the City as of the date hereof and on the date of each disbursement pursuant to this Contract as follows:

Section 6.01 Organization, Good Standing, and Qualification. The SPV represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State, and has all requisite corporate power and authority to own, operate and lease its properties and assets, to carry on its business as currently conducted, to provide services in accordance with this Contract, and to enter into and perform its obligations under this Contract.

Section 6.02 Authorization; Enforceability. The SPV has all requisite power and authority to enter into, execute, and deliver this Contract and perform its obligations hereunder. The execution and delivery of this Contract and the performance hereunder have been duly authorized by all necessary corporate action on the part of the SPV, and no other proceedings or actions on the part of the SPV are necessary to authorize the execution and delivery of this Contract by the SPV. This Contract has been duly and validly executed and delivered by the SPV and constitutes the valid and binding obligation of the SPV, enforceable in accordance with its terms, except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights generally, or (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 6.03 Non-Contravention. The execution and delivery of this Contract by the SPV does not, and the performance by the SPV of its obligations hereunder and the consummation of the transactions contemplated hereby shall not: (a) conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation under: (i) any provision of the articles of organization, operating agreement, or other applicable organizational documents of the SPV; (ii) any contract, lease, agreement, or

instrument by which the SPV is bound or to which the SPV's assets or properties are subject; or (iii) any law or governmental order applicable to or binding on the SPV or any of the SPV's assets and properties (except in each of (i), (ii), or (iii), where such conflict, violation, default, termination, cancellation, acceleration, or loss would not reasonably be expected to have a material adverse effect on the SPV or its ability to perform under this Contract).

Section 6.04 Governmental Consents. Except for the approval of this Contract by the Council, which shall be evidenced by the City's signature hereto, no consent, approval, authorization, license, governmental order or permit of, or declaration, filing or registration with, or notification to, any governmental authority is required to be made or obtained, and no consent or approval of any other person is required by the SPV in connection with the execution, delivery and performance of this Contract or the consummation of the transactions contemplated hereby.

Section 6.05 Compliance with Laws; Litigation.

(a) To the knowledge of the SPV, the SPV is in material compliance with all applicable laws, including, without limitation, laws that are applicable to its properties and assets, the conduct of its operations, and the performance of its services.

(b) There is no action of any nature pending or, to the knowledge of the SPV, threatened, relating to or affecting the SPV or any of its properties or assets, or that challenges or seeks to prevent, enjoin or delay the transactions contemplated in this Contract, nor, to the knowledge of the SPV, is there any reasonable basis therefor or any facts, threats, claims or allegations that would reasonably be expected to result in any such action.

(c) To the knowledge of the SPV, none of its current officers or directors has been convicted of, or pleaded guilty to, or entered a plea of no contest to any felony.

Section 6.06 Financial Statements.

(a) Prior to accepting any funds, the SPV will have in place systems and processes that are customary for a limited liability company formed under the laws of the State of Delaware, which may include entering into an agreement with a third party to provide such services to the SPV and that are designed to: (i) provide reasonable assurances regarding the reliability of its financial statements, and (ii) in a timely manner accumulate and communicate to the SPV's principal representatives the type of information that is required to be disclosed in its financial statements.

(b) Neither the SPV, nor, to the knowledge of the SPV, any of its affiliates, employees, if any, auditors, accountants or representatives has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the adequacy of the accounting systems and processes described under Section 6.06(a) or the accuracy or integrity of its financial and accounting systems. To the knowledge of the SPV, no employee, if any, has provided or threatened to provide information to any governmental authority regarding the commission of any crime or the violation of any law applicable to the SPV or any part of its operations.

Section 6.07 Disclosure. None of the representations or warranties of the SPV contained herein, and none of the other information or documents furnished or to be furnished to the City or any of their representatives by the SPV on or prior to the Effective Date, contains any untrue statement of a material fact.

Section 6.08 Use of Proceeds. The SPV will use the amounts deposited in the SPV Operating Account in the manner specified in Article 3 and Exhibit C of this Contract.

Section 6.09 Covenants. The SPV hereby covenants from and after the Effective Date, as follows:

(a) Access to Information. The SPV's books and records shall be maintained at Enterprise's Columbia, Maryland office identified in Section 9.03. The SPV shall and shall cause its officers, employees, auditors, and agents to afford the officers, employees, and authorized agents and representatives of the City and Lenders reasonable access, during normal business hours and upon a minimum of five Business Days' notice, to its books and records directly related to this Contract. Furthermore, the SPV shall cause the Fiscal Agent to make its management, employees, officers, directors, accountants, and auditors available to City representatives as the City may from time-to-time reasonably request, during normal business hours and upon a minimum of five Business Days' notice; provided that if the SPV is not performing in accordance with this Contract, and such concerns have been raised by the Governance Committee, then the SPV will provide, or will cause the Fiscal Agent to provide, the access as described in this Section on one Business Days' notice.

(b) Confidentiality and Non-Disclosure. The SPV hereby agrees to be bound by any applicable confidentiality and non-disclosure terms and conditions of the City set forth in Section 9.21, and in accordance therewith, shall adhere to the requirements and protocols relating to the protection, use, and disclosure of data and information related to the Services and the Eligible Referrals, although the Parties do not anticipate that the SPV, the Project Manager, or the Fiscal Agent will receive personally identifiable information under this Contract.

(c) SPV Activities. The SPV's obligations under this Contract are limited to the express requirements of this Contract, and the SPV shall have no obligation to perform any other services or engage in any other activities not set forth herein.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF THE CITY

The City hereby represents and warrants to the SPV as of the date hereof and on the date of each disbursement pursuant to this Contract as follows:

Section 7.01 Authorization; Enforceability. The City represents and warrants that it has all requisite power and authority to enter into, execute and to deliver this Contract and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Contract, the performance of the obligations hereunder, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the City, and no other proceedings or actions on the part of the

City are necessary to authorize the execution and delivery of this Contract and the consummation of the transactions contemplated hereby. This Contract has been duly and validly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights generally, or (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 7.02 Non-Contravention. The execution and delivery of this Contract by the City does not, and the performance by the City of its obligations hereunder and the consummation of the transactions contemplated hereby shall not conflict with, result in any violation of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any person or another party a right of termination, cancellation or acceleration of any obligation or result in a loss of a benefit or an increase in a cost or liability under any provision of the charter or other applicable organization documents of the City.

Section 7.03 Covenants as to Housing to Health Social Impact Fund. The City covenants and agrees that the funds annually appropriated by the Council and deposited in the Housing to Health Social Impact Fund for the purposes identified in this Contract shall be encumbered each contract year, and the aggregate amount of funds appropriated to this Contract shall be encumbered before the completion of the Project Term for making Success Payments owing under this Contract in accordance with Article 4 and compensating the Independent Evaluator in accordance with the Independent Evaluator Agreement. The City agrees not to encumber such funds in favor of any other party or for any purpose other than the payment of Success Payments contemplated hereunder and amounts due to the Independent Evaluator under the Independent Evaluator Agreement.

ARTICLE 8

TERMINATION; REMEDIES

Section 8.01 Early Termination. This Contract may be terminated prior to the end of the Project Term under certain circumstances provided in Section 8.02, Section 8.03, Section 8.04, or Section 8.05 hereof (each, a "**Termination Event**"), subject to Lender Consent pursuant to Section 8.06 hereof.

Section 8.02 City Termination for Cause. The City may exercise its right to terminate this Contract for cause, by delivery of written notice to the SPV, under the following circumstances (each, a "**Termination Event**"), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Failure of the Grant Agreement. The City may, at its discretion, terminate the Agreement based on termination of the Grant Agreement or the failure of the Treasury to disburse expected funds under the Grant Agreement in accordance with Section 4.05(c).

(b) Failure of the SPV to Enforce Other Agreements. After receiving fifteen (15) days written notice from the City, the SPV, after expiration of all applicable notice and cure periods, fails to enforce the terms of a Service Agreement, the Project Manager Agreement, or

the Fiscal Agent Agreement (other than due to a breach by the City of this Contract) such that (i) an on-going event of default is continuing under any such agreements, and (ii) the SPV is not diligently exercising its contractual remedies to cure such default.

(c) Material Breach by the SPV. The SPV Materially Breaches (other than due to a breach by the City of this Contract) any of its obligations under this Contract other than those that give rise to an event described in paragraph (a) above, and fails to cure such breach within thirty (30) days following written notice from the City (provided that if such default by nature cannot reasonably be cured with due diligence within thirty (30) days, then the SPV shall continue to diligently pursue a cure within sixty (60) days of receiving notice).

Section 8.03 SPV Termination for Cause. The SPV may, but is not required to (except when required to pursuant to the Loan Agreement with the Lenders), terminate this Contract for cause, by delivery of written notice to the City, under the following circumstances (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Failure of City to Make Success Payments When Due. Provided that the SPV is not in Material Breach under this Contract and a Termination Event has not otherwise taken place, if the City fails to make any Success Payments required by this Contract in accordance with Section 4.02 and Section 4.03, the SPV shall provide notice to the City of such failure, and the City will have an additional thirty (30) days after the giving of such notice to make such payment. Unless the City has notified the SPV in writing that the SPV is in Material Breach under this Contract, the City’s continued failure to make such a payment after the additional thirty (30) day period is a Termination Event. If the City has provided the notice of default described in the prior sentence, and the SPV has not cured such default, then failure to make such a payment is not a Termination Event.

(b) Failure of the City to Enforce the Independent Evaluator Agreement. After receiving fifteen (15) days written notice from the SPV, after expiration of all applicable notice and cure periods, the City fails to enforce the terms of the Independent Evaluator Agreement such that (i) an on-going event of default is continuing under such agreement, and (ii) the City is not diligently exercising its contractual remedies to cure such default.

(c) Material Breach by the City. The City Materially Breaches any of its obligations under this Contract other than those that give rise to an event described in paragraph (a) or (b) above, and fails to cure such breach within thirty (30) days following written notice from the SPV (provided that if such default by nature cannot reasonably be cured with due diligence within thirty (30) days, then the City shall continue to diligently pursue a cure within sixty (60) days of receiving notice).

(d) Appropriations Failure. Provided that the SPV is not in Material Breach under this Contract and a Termination Event has not otherwise taken place, if (i) the City fails to appropriate monies for deposit into the Housing to Health Social Impact Fund for any Fiscal Year in the amount needed to maintain the fund balances described in Section 4.05(c) hereof by December 15th of the immediately preceding Fiscal Year, then the SPV may terminate this Contract; provided, however, that if the City notifies the SPV in writing on or before the fifth Business Day following December 15 that it intends to request that such amount be appropriated

by January 20 of the Fiscal Year in question, the SPV may not terminate this Contract unless the amount is not appropriated by such January 20. Such termination is made pursuant to and in accordance with the terms of this Contract, and any such appropriations failure shall not be considered to be a breach or default on the part of the City, and, except as otherwise set forth herein, shall not result in the City having liability to the SPV or any third party for any penalty, liability, or other expense.

(e) Failure Under the Loan Documents. A failure to fund or an “event of default” by any Lender under the terms of the Loan Documents, after the expiration of any applicable notice and cure provisions, including the failure of the Lenders to fund on behalf of any other Lender under the terms of the Loan Documents. The SPV shall determine, in its sole discretion, whether an event of default or any such failure to fund takes place under the Loan Documents.

Section 8.04 Termination by Either Party of the Contract. Either Party may, but is not required to, terminate this Contract by delivery of written notice to the other Party under the following circumstances (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) Force Majeure. Upon the occurrence of any event which is outside the reasonable control of the Party concerned and is not attributable to any act or failure to take preventative action by that Party, including acts of God or any other disaster, natural or man-made, acts of terrorism or similar cause beyond the reasonable control of the Party affected thereby, fluctuations in market forces (including labor markets) and union strikes, and political developments which prevent the Parties’, Governance Committee’s or Independent Evaluator’s access to data or State or federal funding, or any event which prevents a Party from performing its material obligations under this Contract for a period in excess of three (3) months.

(b) Independent Evaluator Withdrawal or Termination. The voluntary withdrawal by the Independent Evaluator under the Independent Evaluator Agreement or the termination of the Independent Evaluator as a result of the Independent Evaluator’s uncured default under such agreement, and either (i) the City has not provided written notice to the SPV within fifteen (15) days after the voluntary withdrawal or termination of the Independent Evaluator that the City intends to seek a replacement independent evaluator, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Independent Evaluator, a replacement independent evaluator has not received the Approval of the Governance Committee.

(c) Service Provider Withdrawal or Termination. The voluntary withdrawal by one or both of the Service Providers under a Service Agreement or the termination of a Service Provider as a result of the Service Provider’s uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of a Service Provider that the SPV intends to seek a replacement service provider, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of a Service Provider, a replacement service provider has not received the Approval of the Governance Committee.

(d) Project Manager Withdrawal or Termination. The voluntary withdrawal by the Project Manager under the Project Management Agreement or the termination of the Project Manager as a result of the Project Manager's uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of the Project Manager that the SPV intends to seek a replacement project manager, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Project Manager, a replacement project manager has not received the Approval of the Governance Committee.

(e) Fiscal Agent Withdrawal or Termination. The voluntary withdrawal by the Fiscal Agent under the Fiscal Agent Agreement or the termination of the Fiscal Agent as a result of the Fiscal Agent's uncured default under such agreement, and either (i) the SPV has not provided written notice to the City within fifteen (15) days after the voluntary withdrawal or termination of the Fiscal Agent that the SPV intends to seek a replacement fiscal agent, or (ii) within forty-five (45) days after the voluntary withdrawal or termination of the Fiscal Agent, a replacement fiscal agent has not received the Approval of the Governance Committee.

(f) Deficiency in Participant Referrals. There is a deficiency in Participant referrals in any month in accordance with the schedule set forth in Table B of the Evaluation Plan, "**Minimum Treatment Randomization Timeline**", and either (i) the Operating Committee has not proposed a plan of correction to remedy such deficiency within 30 Days after the end of such month, or (ii) such plan proposed by the Operating Committee has not received the Approval of the Governance Committee within 30 Days after the end of such month.

(g) Deficiency in Lease-Up of Housing Units. There is a deficiency in the lease-up of housing units in any Quarter in accordance with the schedule set forth in Exhibit G, "Unit Lease-Up Schedule", due to a lack of availability of vacant scattered site units and such lack of availability is not due to the Material Breach of the SPV or a default by any Service Provider under the Service Agreements, and either (i) the Operating Committee has not proposed a plan of correction to remedy such deficiency within 30 days after the end of such Quarter, or (ii) such plan proposed by the Operating Committee has not received the Approval of the Governance Committee within 30 days after the end of such Quarter.

(h) Reserved.

(i) Revocation of Housing Subsidies Previously Awarded. The revocation of all or any portion of the housing subsidies previously awarded or committed to the Project that cannot be replaced within thirty (30) days of any such revocation.

(j) Changes to Medicaid Payments. Any changes to (i) the Colorado Medicaid plan or (ii) the relationship between the Colorado Department of Health Care Policy and Financing and Colorado Access.

(k) Expansion of City programs that create overwhelming impact on Jail Days among the Target Population.

(l) Failure of the Independent Evaluator to perform its obligations under the Independent Evaluator Agreement.

(m) (i) A cumulative housing stability rate of less than 50% three years after the Project Start Date, as confirmed by the Independent Evaluator and (ii) the Independent Evaluator has not provided significant evidence that housing stability rates will increase. (For this purpose, “housing stability rate” is the percentage of Participants who are housed for 365 Days in Stable Housing).

(n) Net Federal Expenditures Reduction calculated on August 1, 2023 as described in the evaluation plan, that is less than [\$1,662,100].

Section 8.05 Automatic Termination Events of the Contract. This Contract shall terminate in the event that any of the following occur (each, a “**Termination Event**”), subject to Lender Consent pursuant to Section 8.06 hereof:

(a) SPV Bankruptcy. The SPV files a petition in bankruptcy or insolvency.

(b) Mutual Consent. The City and the SPV mutually consent in writing to terminate this Contract.

(c) Failure to Satisfy Project Launch Conditions. The Parties do not agree in writing that the Project Launch Conditions have been satisfied on or before October 1, 2020.

Section 8.06 Effect of Termination of the Contract.

(a) If a Termination Event occurs that permits the SPV to terminate this Contract at the SPV’s option or with the agreement of the City, the SPV shall notify the Lenders of such Termination Event and whether or not the SPV desires to terminate this Contract. The SPV shall not terminate this Contract without Lender Consent. If the SPV has notified the Lenders that the SPV desires to terminate this Contract at its option or with the agreement of the City, as applicable, and Lender Consent is not obtained within ten Business days after Lenders receive such notice of the Termination Event, the SPV may, by notice to the Lenders and the City, withdraw from the Project (an “SPV Elective Withdrawal”), effective 90 days after the delivery of the notice (or on such earlier date as the Lenders may approve by Lender Consent).

(b) The Lenders shall have a period of 60 days following the SPV’s delivery of notice of an SPV Elective Withdrawal, to propose a workout by which the Project may continue either by replacing the SPV as a party to this Contract or by transferring the member interests in the SPV to one or more third parties.

(c) If the City consents to the proposed workout (which consent shall not be unreasonably withheld) and, in the case of a proposed workout in which the member interests in the SPV will be transferred to one or more third parties, the SPV consents to the transfer of the member interests, the City, the SPV and the Lenders shall work in good faith to implement the workout and the SPV shall provide such assistance as shall be reasonably requested, including without limitation:

(i) Preserving all records relating to the Project and, upon the request of the Lenders, turning such records over to such successor(s) as may be reasonably requested.

- (ii) Making personnel of the SPV available to such successor(s) as may be reasonably requested, at such times and with such frequency as may be reasonably requested.
- (iii) Turnover of all remaining funds, and an accounting of all previously-expended funds.

(d) In connection with any such workout, the successor to the SPV or the transferees of the member interests shall assume all obligations of the SPV or the transferors of the member interests arising on and after the effective date of the substitution or transfer of interests (but not those arising before the effective date) and shall enter into an assignment agreement with the SPV or the transferors, in form and substance satisfactory to the SPV or the transferors, in which the successor or transferees assume the obligations and succeed to the rights of the SPV or the transferors and hold the SPV or the transferors harmless against any obligations with respect to the Project that accrue after the effective date of the substitution or transfer. No pre-transition Event of Default shall be attributed to the successor or transferees, but the City may condition the transition on specific actions that the successor or transferees must take in connection with any uncured pre-transition Event of Default.

(e) If a Termination Event occurs that permits the City to terminate this Contract at the City's option, the City shall provide notice of such Termination Event to the Lenders, and the Lenders shall have 60 days from the date they receive such notice to propose a workout by which the Project may continue either by replacing the SPV as a party to the PFS Contract or by transferring the member interests in the SPV to one or more third parties pursuant to the term of Section 8.06(c) and (d).

(f) Notwithstanding any other provision of this Contract, if the City does not agree to a workout proposed by the Lenders, the observation period for computing Success Payments of the City under this Contract shall end on the effective date of the Termination Event or if Housing Stability Success Payments include the three-month wind down period after termination as described in Section 4.08(b), the last day of such wind-down period.

(g) If a Termination Event occurs that permits the SPV to terminate this Contract, the Lenders shall have the right, pursuant to the Loan Agreement, to direct the SPV to terminate this Contract.

(h) Upon a Termination Event that results in termination of this Contract, the Parties shall cooperate in winding down the activities contemplated under this Contract. All funds in the SPV Operating Account (excluding funds to be used for Early Housing Stability Success Payments and Early Jail Day Reductions Success Payments due to Lenders) shall be applied to make the following payments in the following order of priority. In the event there are insufficient funds in the SPV Operating Account to pay all amounts required below, the SPV shall disburse the existing funds pro rata among the payees owed in each priority level, based on the amounts otherwise payable to each payee in each level:

1. First, all amounts necessary, in accordance with the Project Budget, to deliver services for the three months immediately following termination of this

Contract shall be paid to the Service Providers (taking into account amounts already disbursed prior to termination of the Contract).

2. Second, all payments scheduled in the Project Budget to have been paid to the Project Manager, the Fiscal Agent, or other third parties in connection with the Project, up to the date of termination of this Contract, shall be paid.

3. Third, all payments for services essential to complete the wind-down of the Project, in accordance with the Project Budget and as approved with Lender Consent, shall be paid to the Project Manager, the Fiscal Agent or other third parties in connection with the Project.

4. Finally, any cash remaining in the SPV Operating Account after satisfaction of subsections (1), (2) and (3), above, shall be paid to the Lenders pro rata based upon the amounts funded by each Lender.

(i) All Early Housing Stability Success Payments owed in accordance with Section 4.07 of this Contract shall be paid to the Housing Stability Lenders pursuant to the Loan Agreement, and all Early Jail Day Reductions Success Payments owed in accordance with Section 4.08 of this Contract shall be paid to Jail Day Reductions Lenders pursuant to the Loan Agreement. To the extent that Net Federal Expenditures Reduction Success Payments are owed, those payments are limited to funds given to the City from the Treasury under the Grant Agreement and appropriated for such purpose.

(j) Except as otherwise set forth in Sections 9.09 and 9.19, after such time the SPV disburses all funds from the SPV Operating Account, the Contract shall be of no further force and effect, and the Parties shall have no liability in connection therewith.

Section 8.07 Enforcement of Rights. In the event the SPV misappropriates funds hereunder or commits fraud with respect to the handling of funds in its custody, the City may proceed to protect its rights hereunder and may exercise any other right or remedy upon such default as may be granted under any other applicable provisions of law. The City's sole remedy against the SPV under this Contract, in the absence of a misappropriation of funds or the SPV's commission of fraud, is to terminate this Contract. Notwithstanding anything in this Contract to the contrary, the City shall not have recourse to any assets of the SPV outside of the SPV Operating Account except to the extent of misappropriation of funds or fraud in handling the funds entrusted to its custody.

Section 8.08 Limited Recourse of the City Against the SPV. Notwithstanding anything in this Contract to the contrary, the SPV shall be liable under this Contract solely for the SPV's misappropriation of funds under this Contract or commission of fraud with respect to the handling of funds in its custody. The SPV may rely on the genuineness of all signatures on all documents delivered to the SPV. The SPV's obligations under this Contract do not benefit from any recourse whatsoever to any member, manager, director, or officer of the SPV. Absent a misappropriation of funds or commission of fraud by the SPV, the City shall have access only to the funds within the SPV Operating Account, subject to the rights and claims of third parties. The City's sole remedy against the SPV under this Contract, in the absence of a misappropriation

of funds or the SPV's commission of fraud in the handling of funds in its custody, is to terminate this Contract in accordance with Section 8.02 hereof. In the event the SPV is found to have misappropriated funds under this Contract, the SPV's monetary liability shall be limited to the amount that is determined to have been so misappropriated. The SPV will be obligated to repay any such misappropriated funds.

Section 8.09 Cure. For purposes of this Article 8 and this Contract generally, "cure" means, with respect to a particular set of facts and circumstances constituting a Termination Event, that a Party has taken actions such that there is no longer a Termination Event, including by implementing or modifying appropriate procedures.

Section 8.10 No Obligation to Compel. Notwithstanding anything in this Contract to the contrary, neither the SPV nor the City shall have an obligation under this Contract to compel compliance by the other Party on behalf of any other party, including, without limitation, any Lender, nor shall the SPV or the City have any obligation to file any suit in equity or at law on behalf of any other party.

ARTICLE 9

AMENDMENT; MISCELLANEOUS

Section 9.01 Amendment. This Contract may be amended by the Parties for any reason in writing, including, but not limited to substitution of one or more of the exhibits hereto, or to extend the term of this Contract with Lender Consent.

Section 9.02 Successors and Assigns. The SPV shall not assign its rights, duties and obligations under this Contract, except to the Lenders if an Event of Default has occurred pursuant to a collateral assignment of contract and contract rights from SPV to the Lenders, without the consent of the City and Lender Consent. The rights and obligations of the SPV shall inure to and be binding upon its respective successors and assigns.

Section 9.03 Notices. Any request, authorization, direction, notice, consent, waiver or other document provided by this Contract shall be in writing and shall be deemed sufficiently given, except as otherwise provided in this Contract, when emailed, mailed by registered or certified mail, postage prepaid, sent by reputable overnight courier, subject to recognition or delivered during business hours to the addresses as follows.

To the City at:

Department of Finance
City and County of Denver
201 W. Colfax Avenue, Dept. 1010
Denver, CO 80202
Attention: Chief Financial Officer
Email: Brendan.Hanlon@denvergov.org

With a copy to:

City Attorney
City and County of Denver
1437 Bannock St., Room 353
Denver, CO 80202

Email: jennifer.welborn@denvergov.org

To SPV at:

c/o CSH
61 Broadway, Suite 2300
New York, NY 10006
Attention: Chief Financial Officer
Email: david.provost@csh.org

With a copy to:

CSH
61 Broadway, Suite 2300
New York, NY 10006
Attention: Ryan Moser, Vice President
Strategy and Impact
Email: ryan.moser@csh.org

And to:

CSH
110 16th Street, Suite 760
Denver, CO 80203
Attention: Annie Bacci, Associate Director, Mountain West
Email: annie.bacci@csh.org

With a copy to:

Enterprise Community Partners, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: Mary Jo Barranco, Vice President
Email: mbarranco@enterprisecommunity.org

And to:

Enterprise Community Partners, Inc.
110 16th Street, Suite 760
Denver, CO 80202
Attention: Melinda Pollack, Vice President & Jennie
Rodgers, Vice President
Email: mpollack@enterprisecommunity.org &
jroddgers@enterprisecommunity.org

And to:

Enterprise Community Partners, Inc.
One Whitehall Street, 11th Floor
New York, NY 10004
Attention: Gail Bayarin, Senior Attorney
Email: gbayarin@enterprisecommunity.org

As to all of the foregoing, to such other address as the addressee shall have given in writing to the one giving notice. Notice hereunder may be waived prospectively or retroactively by the Person entitled to the notice, but no waiver shall affect any notice requirement as to other Persons.

Section 9.04 Agreement Not for the Benefit of Other Parties.

(a) Except as set forth in clause (b) of this Section 9.04, this Contract is not intended for the benefit of and shall not be construed to create rights in parties other than the City and the SPV.

(b) The City acknowledges that the SPV may collaterally assign its right under this Contract to the Lenders in accordance with a collateral assignment that may be executed subsequent to the date hereinabove (together with their successors and assigns, the “Assignees”) as collateral for the obligations of the SPV to the Assignees, and the City hereby consents to such collateral assignment. Each Assignee shall be a third-party beneficiary of the payment provisions of this Contract and shall be entitled to enforce the payment provisions hereof.

Section 9.05 Severability. In case any provision of this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the allocation of benefits and burdens under this Contract shall not thereby be materially altered.

Section 9.06 Counterparts. This Contract may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

Section 9.07 Captions. The captions and table of contents of this Contract are for convenience only and shall not affect the construction hereof.

Section 9.08 Governing Law. All issues concerning this Contract shall be governed by and construed in accordance with the laws of the State without giving effect to any choice of law or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State.

Section 9.09 Indemnification.

(a) The SPV agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all third party liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, or resulting from the SPV’s actions in connection with this Contract or the SPV’s Material Breach (“**Claims**”), except to the extent such Claims arise out of the negligence or willful misconduct of the City.

(b) The SPV’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City. The City shall provide notice of such Claim to the SPV.

(c) The SPV shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such

payments on behalf of the City will be in addition to any other legal remedies available to the City and will not be the City's exclusive remedy.

(d) Insurance coverage requirements specified in this Contract in no way lessen or limit the liability of the SPV under the terms of this indemnification obligation. The SPV is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection. To the extent practicable, the Parties will seek recourse through insurance proceeds.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

(f) Notwithstanding anything in this Contract to the contrary, the SPV's liability under this Section 9.09 is limited to the SPV's assets, except to the extent the SPV misappropriates funds under this Contract, in which case the SPV's monetary liability shall be limited to the amount that is determined to have been so misappropriated.

Section 9.10 Extension. Any extensions of this Contract must be approved by the Parties, with Lender Consent.

Section 9.11 Merger; Entire Agreement. The Parties understand and agree that their entire agreement is contained herein and, in the documents, exhibits, schedules and plans referenced herein, attached hereto or entered into pursuant hereto. It is further understood and agreed that all prior understandings and agreements heretofore had between the Parties are merged in this Contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither Party relying on any statement or representation not explicitly set forth in this Contract.

Section 9.12 Conflicts. In the event any provision of this Contract conflicts with a right or obligation of the City or the SPV, as applicable, in any other related agreement (i.e. the Independent Evaluator Agreement, the Service Agreements, the Fiscal Agent Agreement, the Project Manager Agreement, or the Loan Documents), this Contract shall control the rights and obligations as between the City and the SPV.

Section 9.13 Insurance. The SPV, on behalf of the Project Manager and the Fiscal Agent, shall, no later than the Effective Date, procure, maintain, and pay premiums for the following forms of insurance:

(a) General Conditions. The SPV agrees to secure, at or before the Effective Date when its obligations under this Section 9.13 shall commence, the following insurance covering all operations, goods or services provided pursuant to this Contract. The SPV shall keep the required insurance coverage in force at all times during the term of the Contract, or any extension thereof, during any warranty period, and for three (3) years after termination of the Contract. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such

written notice shall be sent to the parties identified in the Notices section of this Contract. Such notice shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the SPV shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in Section 9.03 of this Contract by overnight courier or certified mail, return receipt requested within five (5) Business Days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the SPV. The SPV shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contract are the minimum requirements, and these requirements do not lessen or limit the liability of the SPV. The SPV shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.

(b) Proof of Insurance. The SPV shall provide a copy of this Contract to its insurance agent or broker. The SPV may not commence services or work relating to the Contract prior to placement of coverages required under this Contract. The SPV certifies that upon the Effective Date, it will furnish the City with a certificate of insurance, preferably an ACORD certificate that complies with all insurance requirements of this Contract. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contract shall not act as a waiver of SPV's breach of this Contract or of any of the City's rights or remedies under this Contract. The City's Risk Management Office may require additional proof of the insurance required by this Contract, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Auto Liability Professional Liability, and Excess Liability/Umbrella (if required) the SPV and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation. For all coverages required under this Contract, the SPV's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the SPV. The SPV shall ensure that all such subcontractors and subconsultants maintain the required coverages. The SPV agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers Compensation.

(i) SPV hereby makes the material warranties listed below in subparagraph (a) on which the City relies in conditionally waiving the workers' compensation/employer's liability insurance. This

rejection of coverage must remain effective throughout the Project Term. Should the rejection of coverage no longer be in effect, SPV shall immediately notify the City. Further, upon the effective date of the rejection, SPV shall provide the city with proof of workers' compensation/employer's liability insurance. Before commencing services under the Agreement, SPV shall provide the City with documentation that rejection was effected in accordance with § 8-41-202(1), C.R.S. Based on the following warranties and upon receipt of documentation of rejection in accordance with the law, the City conditionally waives the requirement that SPV obtain workers' compensation/employer's liability insurance.

(ii) SPV does not have any employees and will not employ any persons to perform services under the Agreement. SPV's sole members are Enterprise Community Partners, Inc. and Corporation for Supportive Housing. Should any other persons become members, such persons may not perform services under the Agreement. In its capacity as Project Manager, Corporation for Supportive Housing effected rejection of coverages in accordance with § 8-41-202, C.R.S.

(iii) Subject to the conditional waiver above, SPV shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. SPV warrants that none of the SPV's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect a rejection thereof during the Project Term and that any rejections previously effected have been revoked as of the date SPV executes the Agreement.

(g) Commercial General Liability. The SPV shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Business Automobile Liability. The SPV shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract.

(i) Professional Liability (Errors & Omissions). The SPV shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions.

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Contract is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) The SPV shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the SPV will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Section 9.14 Examination of Records. 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 any pertinent books, documents, papers and records of the SPV, involving transactions related to the Contract until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations.

Section 9.15 No Authority To Bind City to Contracts. The SPV lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

Section 9.16 No Discrimination In Employment. In connection with the performance of work under the Contract, the SPV may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The SPV shall insert the foregoing provision in all subcontracts.

Section 9.17 City Execution of Contract. The Contract 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.

Section 9.18 No Employment of Illegal Aliens to Perform Work Under The Contract.

(a) This Contract 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 SPV certifies that:

- (i) At the time of its execution of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract.
- (ii) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(c) The SPV also agrees and represents that:

- (i) It shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- (ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the SPV that it shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- (iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract, through participation in the E-Verify Program.
- (iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Contract, 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.
- (v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The SPV 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (vi) It will comply with any 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.

(d) The SPV is liable for any violations as provided in the Certification Ordinance. If the SPV violates any provision of this section or the Certification Ordinance, the City may terminate this Contract for a breach of the Contract. If the Contract is so terminated, the SPV shall be liable for actual damages to the City. Any such 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 SPV from submitting bids or proposals for future contracts with the City.

Section 9.19 Confidential Information.

(a) City Information.

(i) The SPV acknowledges and accepts that, in performance of all work under the terms of this Contract, the SPV may have access to Data that may be owned or controlled by the City. The SPV agrees that all Data provided or otherwise disclosed by the City to SPV shall be held in confidence and used only in the performance of its obligations under this Contract. The SPV shall exercise the same standard of care to protect such Data as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Data" shall mean any materials or information provided or made available to the SPV by the City; provided, however, that Data shall not include materials or information that (i) was already in the SPV's possession prior to receipt from the City, (ii) is or becomes publicly available other than as a result of a disclosure by the SPV or its representatives in violation of this Contract, (iii) is or becomes available to the SPV on a non-confidential basis from a source (other than the City or its representatives) which, to the best of the SPV's knowledge after due inquiry, is not prohibited from disclosing such information to the SPV by a legal, contractual or fiduciary obligation to the City, (iv) is independently developed by the SPV or its representatives without reference to or use of other elements of the information, or (v) is generally made available by the City to third parties without restriction. Such Data may be in hardcopy, printed, digital or electronic format.

(ii) In the event that SPV or any of its representatives is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process) to disclose any Data (collectively, the "Requested Disclosure"), it is agreed that SPV will provide the City with prompt

notice of the Requested Disclosure, if SPV's counsel determines that such notice is permitted by law, so that the City may seek an appropriate protective order or waive compliance with the provisions of this letter agreement. Failing the entry of a protective order or the receipt of a waiver hereunder prior to any deadline imposed on SPV or its representative(s) in order to comply with a Requested Disclosure, SPV may make the Requested Disclosure as requested or required. In any event, SPV will not oppose action by the City to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Data. Notwithstanding the limitations in this paragraph, in the event that access to or delivery of Data is requested or required of SPV by any governmental regulatory, self-regulatory or supervisory authority having appropriate jurisdiction in connection with any investigation or audit or information-seeking exercise, the SPV will give to the City, to the extent practicable and if lawfully permitted to do so, prompt written notice of such request or requirement, but may comply with such request or requirement.

(b) Employees and Subcontractors. The SPV will inform its employees and officers of the obligations under this Contract, and all requirements and obligations of the SPV under this Contract shall survive the expiration or earlier termination of this Contract. The SPV shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Contract.

Section 9.20 Advertising and Public Disclosure. The SPV and the City agree to use reasonable best efforts to coordinate and inform each other of publicity efforts and expect to develop a publicity protocol to be followed by all parties involved in the Project.

Section 9.21 Compliance With All Laws. The SPV shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

Section 9.22 No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Contract, and the Contract will not be construed against any party merely because any provisions of the Contract were prepared by a particular Party.

Section 9.23 Electronic Signatures and Electronic Records. The SPV consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature under the Contract, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 9.24 Reserved.

Section 9.25 Reserved.

[Signatures on the Following Page]

DRAFT

EXHIBIT LIST

Definitions.....	Exhibit A
Evaluation Plan	Exhibit B
Funding Plan and Project Budget	Exhibit C
Scopes of Work for Various Agreements	
Independent Evaluator Agreement	Exhibit D-1
Project Management Agreement	Exhibit D-2
Fiscal Agent Agreement	Exhibit D-3
Service Agreement with CCH.....	Exhibit D-4
Service Agreement with MHCD	Exhibit D-5
Minimum Housing to Health Social Impact Fund Balance	Exhibit E
Operating and Governance Committee Members.....	Exhibit F
Unit Lease-Up Schedule	Exhibit G

Exhibit A: Definitions

DEFINITIONS

“Approval of the Governance Committee” has the meaning set forth in Section 5.02(b) hereof.

“Assignees” has the meaning set forth in Section 9.04(b) hereof.

“Average Jail Day” shall have the meaning set forth in the Evaluation Plan.

“Business Day” means any day other than a Saturday, Sunday, or other day on which the bank that hosts the SPV Operating Account is authorized or required by law to remain closed.

“CCH” means the Colorado Coalition for the Homeless.

“CCH Program” means the services to be provided by CCH in accordance with this Contract and the Service Agreement, as more particularly described in Section 2.02 hereof and Exhibit D-4.

“Certification Ordinance” has the meaning set forth in Section 9.18 hereof.

“Charter” means the home rule charter of the City.

“Chief Financial Officer” means the Chief Financial Officer of the City, as the Manager of Finance ex-officio Treasurer, of the City duly appointed pursuant to the Charter or the designee of the Chief Financial Officer.

“Claims” has the meaning set forth in Section 9.09(a) hereof.

“City” means the City and County of Denver, Colorado.

“Contract” means this Social Impact Bond Contract between the City and the SPV, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Control Group” has the meaning set forth in Section 2.03(b) hereof.

“Control Group Amount Billed for Claims” has the meaning set forth in Section 4.04(c) hereof.

“Control Group Number of Average Jail Days” has the meaning set forth in Section 4.03(c) hereof.

“Council” means the Council of the City and County of Denver.

“CSH” means the Corporation for Supportive Housing, a Delaware not-for-profit corporation.

“Days in Stable Housing” has the meaning set forth in Section 4.02(b) hereof.

“Early Housing Stability Success Payments” has the meaning set forth in Section 4.07 hereof.

“Early Jail Day Reductions Success Payments” has the meaning set forth in Section 4.08 hereof.

“Early Exit Event” has the meaning set forth in Section 4.02(c) hereof.

“Effective Date” has the meaning set forth in Section 1.02 hereof.

“Eligibility Criteria” has the meaning set forth in Section 2.03(b) hereof.

“Eligible Referrals” has the meaning set forth in Section 2.03(b) hereof.

“Enterprise” means Enterprise Community Partners, Inc., a Maryland nonstock, nonprofit corporation.

“Evaluation Plan” means the plan attached as Exhibit B as it may be amended in accordance with Section 2.05.

“Execution Date” has the meaning set forth in the Preamble.

“Final Wind Up Jail Days Outcomes Report” has the meaning set forth in Section 4.03(d) hereof.

“Fiscal Agent” has the meaning set forth in the sixth Recital, or any successor thereto.

“Fiscal Agent Agreement” means the agreement between the SPV and the Fiscal Agent which requires the Fiscal Agent to perform the scope of work substantially as set forth in Exhibit D-3 hereof, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Fiscal Year” means the period of time starting on January 1 and ending on December 31 of each year, or such other time period as may be identified as a “Fiscal Year” by the City’s Charter.

“Governance Committee” has the meaning set forth in Section 5.02(a) hereof.

“Housing Stability Success Payments” has the meaning set forth in Section 4.02 hereof.

“Housing to Health Social Impact Fund” has the meaning set forth in the first Recital.

“Independent Evaluator” means the Urban Institute, or any successor thereto.

“Independent Evaluator Agreement” means the agreement between the City and the Independent Evaluator which requires the Independent Evaluator to perform the scope of work substantially as set forth in Exhibit D-1 hereof, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Jail Day Reductions Success Payments” has the meaning set forth in Section 4.03 hereof.

“Lender Consent” has the meaning set forth in Section 5.09 hereof.

“Loan” or **“Loans”** means funds provided to the SPV under a Loan Agreement.

“Loan Agreements” means, collectively, all agreements executed by the SPV and a Lender for funding of the Project, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Loan Documents” means, collectively, the Loan Agreements and all collateral assignments and security agreements related to the Loans.

“Material Breach” means a breach of this Contract (including any exhibits hereto) by a Party that would either (i) reasonably be expected to materially adversely impact payment by the Lenders or the Success Payments, or (ii) be a material violation of applicable law.

“MHCD” means the Mental Health Center of Denver.

“MHCD Program” means the services to be provided by MHCD in accordance with this Contract and the Service Agreement, as more particularly described in Section 2.02 hereof and Exhibit D-5.

“Net Reduction in Federal Expenditures” has the meaning set forth in Section 4.04(a) hereof.

“Operating Committee” has the meaning set forth in Section 5.01 hereof.

“Operational Meetings” has the meaning set forth in Section 5.01(a) hereof.

“Operating Committee Members” has the meaning set forth in Section 5.01(b) hereof.

“Party” means the City or the SPV.

“Participant Meeting Payment Requirement” has the meaning set forth in Section 4.02(a) hereof.

“Participants” has the meaning given in Section 2.03(b) hereof.

“Parties” means, collectively, the City and the SPV.

“Percentage Difference in Average Jail Days” has the meaning given in Section 4.03(a) hereof.

“Project” has the meaning set forth in the second Recital.

“Project Budget” means that budget for the Project set forth in Exhibit C, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Project Launch Conditions” means those conditions set forth in Section 1.02 hereof.

“Project Manager” has the meaning set forth in the fifth Recital, or any successor thereto.

“Project Manager Agreement” means the agreement between the SPV and the Project Manager which requires the Project Manager to perform the scope of work substantially set forth in Exhibit D-2 hereof, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Project Term” has the meaning set forth in Section 1.05(a) hereof.

“Proposed Funding Agreement” has the meaning set forth in Section 3.03 hereof.

“Quarter” has the meaning set forth in Section 1.06 hereof.

“Quarterly Housing Stability Outcomes Report” has the meaning set forth in Section 4.02(d) hereof.

“Service Agreements” means, collectively, (i) an agreement between the SPV and CCH to perform the scope of work set forth in Exhibit D-4 hereof, and (ii) an agreement between the SPV and MHCD to perform the scope of work set forth in Exhibit D-5 hereof, each as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof.

“Service Provider Reports” means those reports prepared by the Service Providers and submitted to the Project Manager pursuant to the terms of the Service Agreements.

“Service Providers” means, collectively, CCH and MHCD.

“Services” means, collectively, the CCH Program and the MHCD Program.

“SPV” an LLC controlled by Enterprise and the Corporation for Supportive Housing.

“SPV Operating Account” has the meaning set forth in Section 3.02 hereof.

“State” means the State of Colorado.

“Success Payments” has the meaning set forth in Section 4.01 hereof.

“Target Population” has the meaning set forth in Section 2.03(a) hereof.

“Termination Event” means any of those events set forth in Section 8.02, Section 8.03, Section 8.04, or Section 8.05 hereof.

“Total Project Costs” has the meaning set forth in Section 3.01 hereof.

“Transaction Documents” means the Contract, the Loan Documents, the Independent Evaluator Agreement, the Project Management Agreement, the Fiscal Agent Agreement and the Service Agreements.

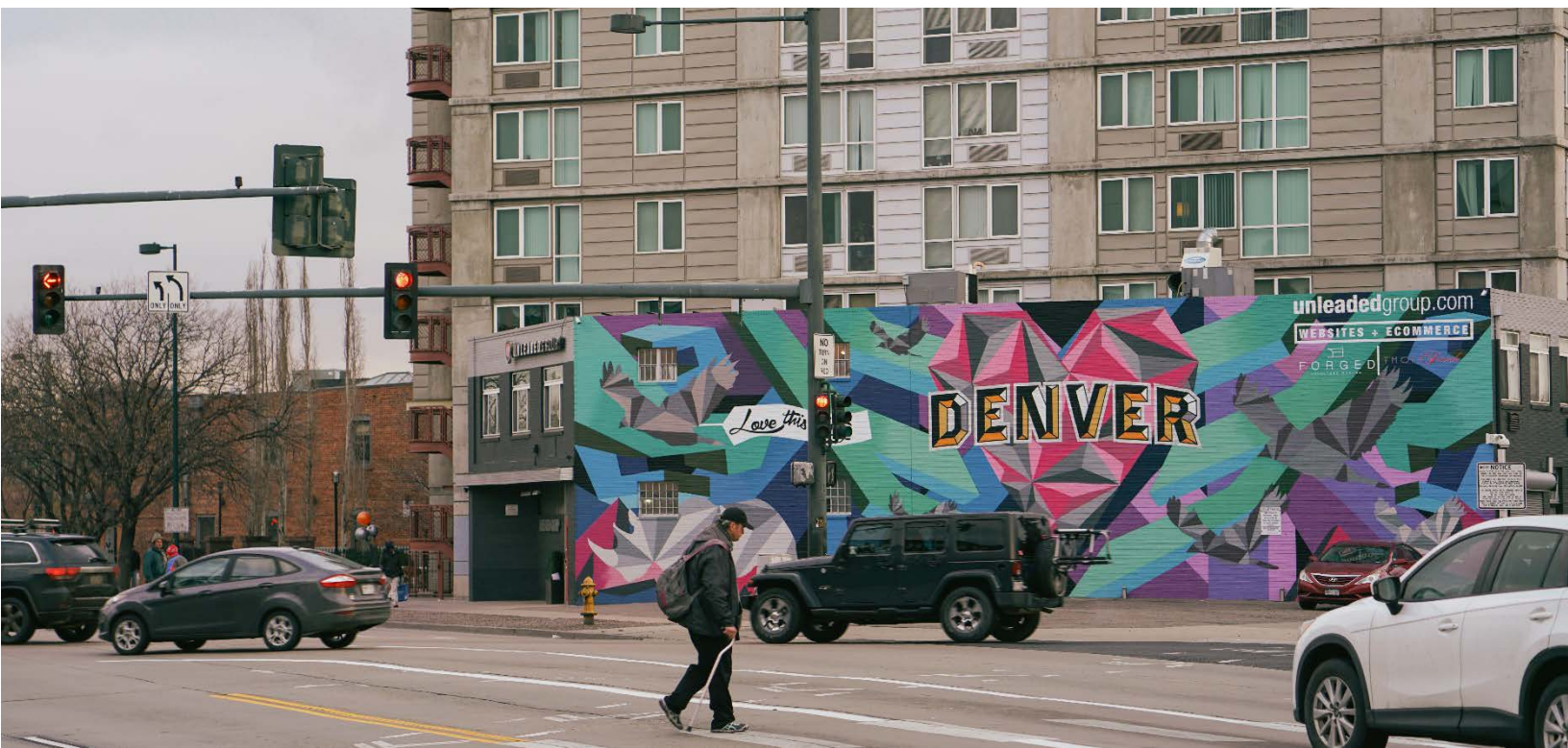
“Treatment Group” means those Participants assigned to the Treatment Group to be considered as part of the evaluation with respect to the Jail Day Reductions Success Payments as set forth in the Evaluation Plan.

“Treatment Group Amount Billed for Claims” has the meaning set forth in Section 4.04(b) hereof.

“Treatment Group Number of Average Jail Days” has the meaning set forth in Section 4.03(b) hereof.

Exhibit B: Evaluation Plan

FOLLOWS THIS PAGE



Denver Housing to Health (H2H) Pay for Success Project

Evaluation Design

May 2019

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Denver Housing to Health (H2H) Pay for Success Project

Background and Context

The Denver Housing to Health (H2H) Pay for Success Project will provide supportive housing for individuals at the intersection of multiple public systems—those who are chronically homeless, have a record of at least eight arrests over the past three years in Denver County, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). The project is an extension of Denver’s Supportive Social Housing Impact Bond (SIB) Initiative, a supportive housing program designed to serve a chronically homeless population that frequently cycles in and out of jail. Early data show that in addition to improving housing stability and reducing jail stays, the SIB is having an impact on health service utilization by increasing preventative office-based care and lowering the use of high-cost services such as emergency room (ER) visits and inpatient hospital admissions. These shifts in health service utilization result in a net decrease in claims billed to Medicaid and Medicare, which are largely paid by the federal government.

Existing Evidence Base

Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction. Previous research conclusively shows that the model works to end homelessness for this population, a group of people that were once described as “un-housable” (Tsemberis, Gulcur, & Nakae, 2004). The literature suggests that supportive housing will also have an impact on health service utilization, and that a decrease in high-cost services such as avoidable emergency department visits and inpatient hospital admissions will likely be a significant source of cost savings for multiple systems.

Emergency Department Visits. Several studies found that use of emergency rooms, for both avoidable and unavoidable visits, decreased with the provision of supportive housing (Martinez & Burt, 2006; Sadowski et al., 2009; Seligson et al., 2013; Mondello et al., 2007). Using a pre-/post-

research design, Martinez and Burt (2006) find a 16 percent reduction in the number of residents with an emergency room visit and a 56 percent reduction in the total number of emergency room visits after the first year of supportive housing. Sadowski et al. (2009) found a 24 percent difference between the treatment and control groups in the number of emergency room visits in a randomized controlled trial. However, Aidala et al. (2014) and Kessel et al. (2006) found no reductions in emergency department visits for individuals in supportive housing in their pre-/post- and retrospective cohort studies.

Substance Abuse and Mental Health. Evidence on the impact of supportive housing on substance abuse and mental health services is promising. Aidala et al. (2014) found that supportive housing participants spent half as many days hospitalized for psychiatric reasons, compared with a comparison group. Similarly, matched comparison and pre-/post- studies by Seligson et al. (2013), Culhane et al. (2002), King County (2013), and Mondello et al. (2007) all found reductions in psychiatric hospitalizations for individuals who moved into supportive housing. Some of these studies included a mental health diagnosis as a criterion for eligibility. The literature on alcohol and drug treatment is more mixed, though very limited. Aidala et al. (2014) found no effect on detoxification facility days, as did the Larimer et al. (2009) quasi-experimental study. However, Aidala et al. (2014) found a large decrease in residential alcohol and drug treatment days, with the intervention group avoiding residential treatment completely.

Cost of Care. Several studies (Aidala et al., 2014; Culhane et al., 2002; Martinez and Burt, 2006; Larimer et al., 2009; Flaming et al., 2013) find significant reductions in the cost of care for participants in supportive housing. Culhane et al. (2002) found an average 32 percent reduction of inpatient Medicaid claims along with an increase in outpatient Medicaid claims. Cost savings were driven by decreased utilization of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services. The National Academies of Sciences' Committee on Evaluation of Permanent Supportive Housing (2018) found evidence that supportive housing can decrease emergency department use and hospital stays when provided to individuals who were high users of these services before being housed.

Taken together, the existing literature suggests that stable housing may make health concerns known and increase use of certain types of health care services, perhaps at an earlier or less severe stage than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to

effective care management suggests decreased severity or burden of illness and increased well-being, as well as more effective use of health care services and resources.

Target Population and Program Structure

The target population for the H2H project includes individuals who are chronically homeless, have a record of at least eight arrests over the past three years in Denver County, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health). The current eligibility list, created with administrative data from Denver Police Department, includes over 2,700 individuals who meet the eligibility criteria.

These individuals are primarily male (83 percent), 63 percent white and 31 percent black, with an average age of 45. Data analysis for a subsample of the target population enrolled in the related Denver SIB Initiative demonstrated their vulnerability and frequent use of expensive public services. In addition to experiencing chronic, or long-term, homelessness, these individuals had an average of three separate stays in jail in the year prior to enrollment in the SIB evaluation and spent an average of 70 total days in jail the year prior. Among those who had any Medicaid utilization as members of Colorado Access, a Medicaid insurer in the Denver metro area, almost three-fourths had been diagnosed with a substance use disorder and over half of these diagnoses were for alcohol use disorder. Just under a third of this group of Colorado Access members had a mental health diagnosis, the most common of which were anxiety, depression and schizophrenia (in order of prevalence).

The H2H project plans to provide supportive housing to 125 of these high-need individuals through the Colorado Coalition for the Homeless and the Mental Health Center of Denver. Supportive housing is an evidence-based model that uses a Housing First approach to lower barriers to housing and end homelessness through permanent, affordable housing subsidies and intensive case management and wraparound services. (In prior evaluation reports on the related Denver SIB Initiative, Cunningham et al. [2018b] described the intervention's housing and services model in detail.) However, deeply subsidized or even affordable housing is extremely scarce in Denver and is not available to meet the full extent of the need demonstrated by the current eligibility list. Because of this scarcity, the project is suitable for a randomized controlled trial evaluation. Random assignment will be used as a fair method to allocate scarce supportive housing resources and to evaluate the impact of the intervention on the treatment group as compared with a control group receiving usual services available in the community in the absence of a targeted supportive housing intervention. Because

random assignment helps ensure the treatment and control groups are as similar as possible for as many observation characteristics as possible, by comparing outcomes between the two groups we can attribute any differences directly to the supportive housing program and not to participant characteristics or other general conditions or changes in the community.

Overview of Evaluation

Theory of Change

As a result of experiencing homelessness and barriers to care for substance use and mental health problems, many individuals who experience homelessness are frequently cited for offenses such as public intoxication, panhandling and trespassing. Individuals in this population are frequently arrested and cycle in and out of jail, detoxification and avoidable emergency room and hospital visits, effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, detox centers or hospitals, these individuals return to the same risks and experience a recurring cycle of negative outcomes. This cycle results in continuously high costs across agencies and service providers. Supportive housing is a scarce but proven intervention to interrupt the status quo. Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction (Tsemberis, Gulcur, & Nakae, 2004). As depicted in Table 1, supportive housing results in intermediate and long-term outcomes that demonstrate a shift from the usual homelessness-jail cycle to a more cost-effective, cross-sector solution for improving outcomes at the intersection of criminal justice and health.

TABLE 1

Theory of Change

<i>Intervention</i>	<i>Intermediate outcomes</i>	<i>Long-term outcomes</i>
<i>Housing subsidy</i> <ul style="list-style-type: none"> ■ Provide rent assistance in a housing unit that is safe, sustainable, functional and conducive to tenant stability 	<i>Increase housing stability</i> <ul style="list-style-type: none"> ■ Reduce homelessness ■ Provide a safe, healthy, stable housing unit <i>Decrease police contacts</i> <ul style="list-style-type: none"> ■ Decrease alcohol and drug use, trespassing and panhandling 	<i>Decrease criminal justice involvement</i> <ul style="list-style-type: none"> ■ Decrease arrests ■ Decrease jail days <i>Increase appropriate health services</i> <ul style="list-style-type: none"> ■ Decrease detox visits ■ Decrease avoidable ER and hospital visits

<i>Case management services</i> <ul style="list-style-type: none"> ■ Develop a case plan ■ Facilitate access to benefits ■ Provide referrals ■ Coordinate care 	<i>Increase access to health services</i> <ul style="list-style-type: none"> ■ Connect to mental and physical health care and substance abuse treatment ■ Increase preventative, office-based care 	<i>Improve health</i> <ul style="list-style-type: none"> ■ Decrease severity of illness ■ Improve mental health ■ Improve physical health
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Research Questions

Our evaluation is designed to understand how supportive housing interrupts the target population's cycle of homelessness, jail and emergency health services, and estimate the impact on health care utilization and associated costs, including patterns of primary care, avoidable emergency and hospital care, and substance use treatment. The evaluation will determine the amount of any net reductions in federal expenditures for associated Medicaid claims. The primary research questions to be answered by the evaluation include:

1. Do housed participants retain housing?
2. Does supportive housing decrease days in jail?
3. Does supportive housing impact the target population's patterns of primary care, emergency and hospital care, and mental health and substance abuse treatment?
4. Does supportive housing decrease avoidable emergency department and hospital services for the target population?
5. Does supportive housing decrease net federal expenditures for Medicaid claims?

Major Components of the Evaluation

Outcomes and Impact Study

To determine outcomes and the associated outcome payments, we will (1) track participant exits from housing and measure days spent in housing and jail to determine associated payments from the City and County of Denver; (2) estimate the impact that supportive housing has on the target population's jail days to determine associated payments from the City and County of Denver; and (3) estimate the impact that supportive housing has on the target population's health service utilization as paid by Medicaid and Medicare claims to determine the associated payment from SIPPR funding. As

described in the next section, we will use a randomized controlled trial (RCT) as the foundation of the evaluation. Eligible individuals will be randomly assigned to one of two groups—one that receives supportive housing as part of the project or one that receives usual care services. We will measure differences in outcomes between the groups (i.e., their use of services) using administrative data. We will use data from the Denver Sheriff Department to measure the impact on jail days. We will use data from Colorado Access, Denver Health and Hospital Authority, and the Colorado Department of Health Care Policy and Financing to measure the impact on health service utilization and Medicaid and Medicare claims.

Outcome Valuation

To determine the amount of any net reductions in federal expenditures for associated claims, we will compare the amounts billed for these claims for the treatment and control groups using individual-level data from Colorado Access, Denver Health and Hospital Authority, and the Colorado Department of Health Care Policy and Financing. Below, and in the Outcome Valuation Attachment of the H2H SIPBRA application, we describe the steps we will follow using a difference-in-difference analysis. We also outline the key assumptions we will use in our analysis to determine the federal share of changes in amounts billed for Medicaid and Medicare claims and the associated outcome payment from SIPBRA funding based on the net reduction in federal expenditures.

Implementation Study

Key process-related information, including the housing and referral pipeline, is necessary to manage implementation and to make midcourse corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help us interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect information about these different domains, we will manage an engagement dashboard as well as a housing enrollment pipeline. We will conduct annual site visits and key informant interviews with service providers and other important stakeholders. We will also review program-related documents such as training manuals, standard operating procedures or other descriptions of program components.

TABLE 2
Primary Evaluation Components

Evaluation component	Research questions	Data sources
Implementation Study	How is the program implemented? How are eligible individuals located and engaged? How do participants	Engagement dashboard, key informant interviews,

	take up housing and services? Is there fidelity to the service model? How does this look different from usual care? What types of systems change were achieved?	program documents from service providers
Outcomes and Impact Study	Do housed participants retain housing? Does supportive housing decrease days in jail? Does supportive housing impact the target population's patterns of primary care, emergency and hospital care, and mental health and substance abuse treatment? Does supportive housing decrease avoidable emergency department and hospital services for the target population?	Program housing retention data, administrative data from Sheriff, Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing
Outcome Valuation	Does supportive housing decrease net federal expenditures for Medicaid and Medicare claims?	Administrative data from Sheriff, Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing

RCT Design

Randomized controlled trials are widely considered to be the gold standard in measuring the effectiveness of a policy or intervention. RCTs are useful for establishing the counterfactual, or what would have occurred in the absence of the intervention. In the case of this initiative, the RCT design will be able to compare the trajectories of individuals who receive priority placement in supportive housing and those who receive usual care. The target population for the Denver H2H includes many more individuals who are in need of and are eligible for the intervention than can be accommodated by the limited available supportive housing. The initiative will therefore allocate the limited supportive housing by lottery, which is a fair way to allocate the scarce housing resources, and it also enables random assignment.

The evaluation will track outcomes for both the supportive housing and the usual care groups and attribute any differences to the supportive housing intervention. The selected eligibility criteria will allow for a sample of at least 250 participants, including at least 125 in the treatment group and 125 in the control group. Minimum detectable effect sizes, based on the sample, are provided in Table 8.

Referral and Randomization Strategy

Using the eligibility criteria, the Denver Police Department (DPD) will identify eligible individuals through a data pull and create a deduplicated, deidentified eligibility list for the H2H project, assigning a unique research ID to each individual on the eligibility list. Individuals are identified from the eligibility list as they enter a designated intake point. The H2H project will use primary and secondary intake points to randomly assign individuals to the treatment and control groups (see figure 1).

Primary Intake Points from Denver Health

Denver Health is the primary hospital serving the target population, and intake points will include the Emergency Department (ED), inpatient hospital admissions and outpatient clinics. Denver Health will electronically maintain the H2H eligibility list (including periodic updates) in its electronic health record, establishing an automatic flag at the point of care to identify eligible individuals. Relevant providers, with a focus on hospital social workers and discharge coordinators, will be trained in the process to refer identified individuals from the eligibility list to the random assignment process described below. Providers will send each eligible individual's name, race, date of birth, and location and date of the most recent Denver Health service encounter, including date of discharge if applicable, to the H2H referral coordinator at the Office of Behavioral Health Strategies. The referral coordinator will identify each individual's personal identification number (PIN) from the master eligibility list, and upload the PINs and date of referral to the Urban Institute's customizable online referral and randomization tracking tool.

Secondary Intake Points from Denver Police Department

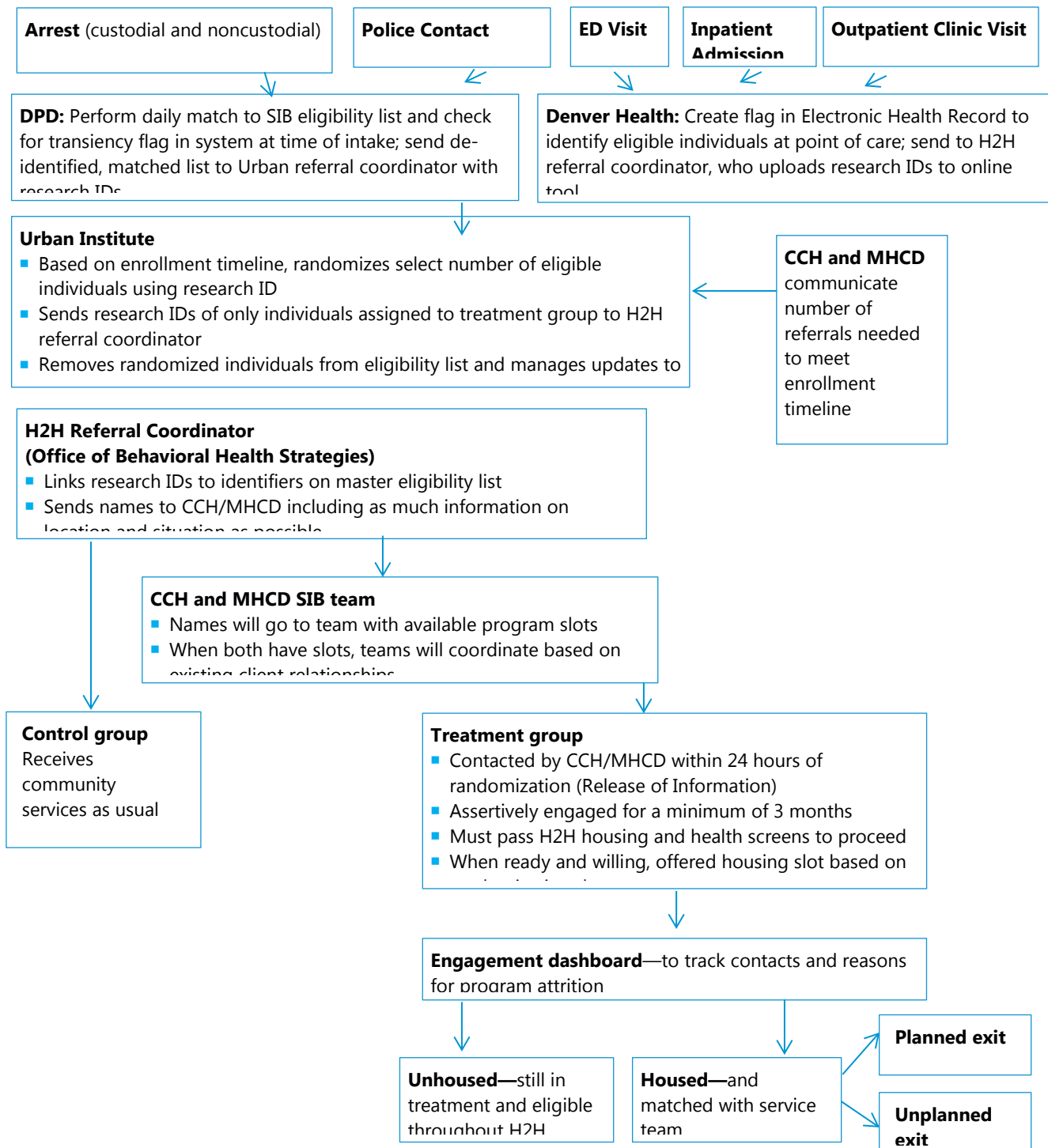
DPD intake points will be used when the Denver Health intake points do not provide sufficient numbers of eligible individuals to support the project's enrollment timeline. DPD intake points will include police contact and arrest, both custodial and noncustodial. DPD will electronically maintain the SIB eligibility list (including periodic updates) and match the eligibility list with daily arrest and contact lists to identify eligible individuals. Individuals with open felonies within the last two years before randomization are screened out because they are awaiting sentencing, which may negatively affect their ability to enter supportive housing. DPD will send Urban Institute (Urban) a daily, automatically generated report that lists de-identified PIN numbers for all noncustodial arrests, custodial arrests and police contacts flagged as transient for individuals on the SIB master eligibility list.

Randomization Process

On days when H2H partners decide to randomize new individuals into the evaluation based on the enrollment timeline, Urban will use the list of eligible individuals identified from the Denver Health intake points, as tracked in the online referral and randomization tool, as well as the automatically generated reports from the DPD intake points if additional referrals are necessary. Urban will remove individual PINs that have already been randomized and run a program that randomly selects PINs for randomization based on the number of new individuals H2H partners decide to randomize that day. Half of those new PINs will be randomized to the treatment group and half to the control group, stratified by the type of intake (Emergency Department, inpatient admission, outpatient clinic, custodial arrest, noncustodial arrest or police contact). Individuals not selected for randomization into either group return to the master eligibility pool. Urban will send the list of new treatment PINs to the referral coordinator. The referral coordination will re-attach names and other identifying information to the treatment PIN numbers and send this information to the service providers for outreach.

FIGURE 1

Referral and Randomization Flowchart



If both Colorado Coalition for the Homeless (CCH) and Mental Health Center of Denver (MHCD) have supportive housing slots available, the two service providers will work together to assign

individuals based on any existing client relationships. Outreach workers will attempt to locate each referred individual within 24 hours of referral to minimize location challenges. When outreach workers locate individuals in the treatment group, they will first have them sign a Release of Information. Outreach workers then can immediately begin program engagement, working with other service providers and co-responders to engage each individual. Service providers will engage participants in the treatment group for a minimum of three months before stepping down engagement and requesting a new referral.

After they are located, individuals must also pass the H2H housing and health screens (see housing screen in Appendix C; health screen will be developed by service providers before implementation begins) to confirm homelessness and ability to live independently before continuing toward housing placement. Urban, working with DPD, will update the list to ensure that individuals are randomized only once, manage any updates as the list is refreshed or expanded, and coordinate with service providers to turn randomization on and off as necessary.

Minimum Treatment Randomization Timeline

The minimum treatment randomization timeline shown in Table 3 ensures that a sufficient number of individuals are randomized to the treatment group to meet available housing slots and the H2H enrollment timeline, based on an average take-up rate of 70 percent, as demonstrated by the related SIB initiative. Urban will ensure that individuals are randomized at least two months before housing slots become available to allow for engagement before lease-up, based on average time from referral to lease-up as demonstrated by the related SIB initiative. Should the H2H enrollment timeline be amended at any time, Urban will amend the randomization timeline.

TABLE 3

Minimum Treatment Randomization Timeline

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
April 2020	0	0	8	8
May 2020	0	0	10	18
June 2020	5	5	13	31
July 2020	7	12	13	44
August 2020	9	21	13	57
September 2020	9	30	13	70

Month	Total monthly projected placements	Cumulative projected placements	Minimum monthly treatment assignments	Minimum cumulative treatment assignments
October 2020	9	39	13	83
November 2020	9	48	13	96
December 2020	9	57	10	106
January 2021	9	66	9	115
February 2021	7	73	9	124
March 2021	6	79	9	133
April 2021	6	85	9	142
May 2021	6	91	9	151
June 2021	6	97	9	160
July 2021	6	103	9	169
August 2021	6	109	9	178
September 2021	6	115	6	184
October 2021	6	121	0	184
November 2021	4	125	0	184

Data Sharing and Consent

The Urban Institute will collect only deidentified administrative data that it then links through a project-specific ID that one central agency will share with other administrative data agencies. To make this work, the City of Denver Office of Behavioral Health Strategies will assign a staff person to be the H2H referral coordinator and have access to the master eligibility list. That list will include personal identifiers as well as a project-specific ID for each individual in the treatment or control group (Urban will have only the deidentified eligibility list).

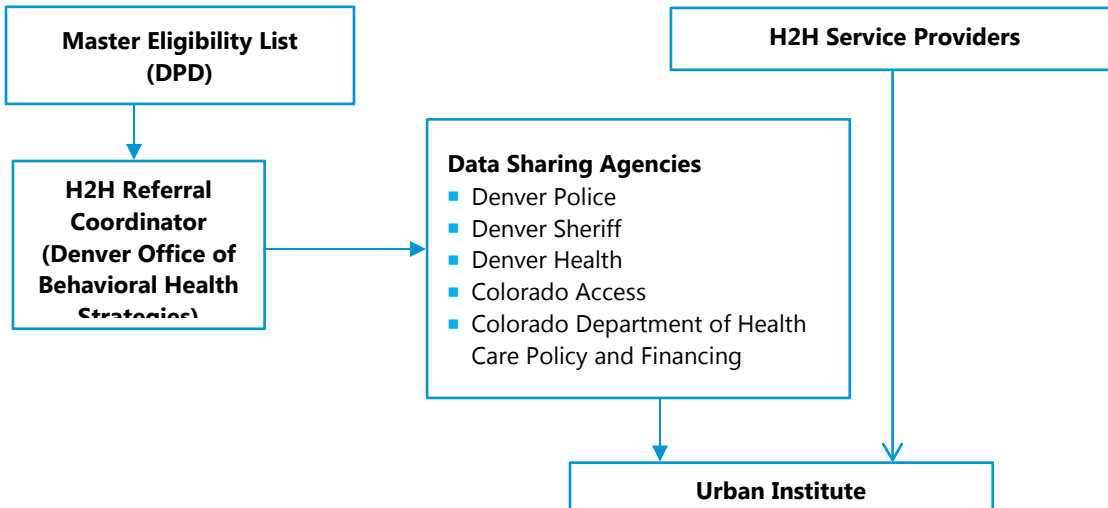
The H2H referral coordinator will share the personal identifiers and the project-specific IDs of the individuals in the study with each of the other agencies identified for data sharing (see Figure 2). The Urban Institute will collect administrative data based on data-sharing agreements with each of those agencies. The other agencies will pull the requested data for each individual in the study using the personal identifiers, attach the unique research identifier to their data set, and strip the personal identifiers from the data set. Each of the agencies will send their data, including the project-specific ID, directly to the Urban Institute. This will allow the Urban Institute to generate a single deidentified data set with data from each agency.

Under this plan, the Urban Institute will never have access to any personal identifiers for any of the participants in the study. This method of data collection and data sharing ensures that no single

agency or entity has access to more than one data set with identifiers. Furthermore, the Urban Institute will be in control of the linking process and ensure its quality.

FIGURE 2

Data Access Plan



Note: CCH = Colorado Coalition for the Homeless; DPD = Denver Police Department; MHCD = Mental Health Center of Denver; H2H = Housing to Health Pay for Success Project

Metrics, Data Collection, Sources and Analytic Methods

The evaluation metrics will include information on housing stability and reductions in jail days, to be paid by the City and County of Denver if successful, and net reductions in federal expenditures for Medicaid and Medicare claims, to be paid by SIPBRA funding if successful. Housing stability among the housed treatment group will be used as an interim outcome metric paid by the City and County of Denver because housing retention is a strong predictor of longer-term outcomes of interest. Reduction in jail days, paid by the City and County of Denver, as well as net reduction in federal expenditures for Medicaid and Medicare claims, paid by SIPBRA funding, will be used as the final outcome payment metrics, measured by the differences between the treatment and control groups at the end of the project period.

Net Reduction in Federal Expenditures for Medicaid Claims

The SIPPRA outcome payment will be based on the program's impact on reducing federal expenditures for Medicaid claims. The net reduction in federal expenditures will be measured as the average difference in the change over time (pre and post randomization) in the amount billed for claims between the treatment and control groups. This approach to measuring net reductions accounts for potential increases in certain types of claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations. This outcome will be measured over the full seven-year project period, and estimated using a difference in difference (DID) approach described in the analysis plan below. The evaluation will report on this outcome mid-project to provide a preliminary look at project performance, but no payment will be associated with the outcome at this point. The payment for net reduction in federal expenditures will be made once, based on the final outcome report at the end of the project period.

The three proposed data sources in table 4 will capture Medicaid information on all individuals in the target population. Colorado Access is a Medicaid insurer in Colorado that provides access to behavioral and physical health services and serves as the Regional Accountable Entity for the Denver metro and surrounding area. For a subsample of the target population currently enrolled in the related SIB evaluation, approximately 65 percent were Colorado Access members in the year prior to enrollment in the evaluation. Denver Health and Hospital Authority is the primary healthcare institution serving the target population and has its own medical plan called Denver Health Medicaid Choice. Based on a recent payer analysis by Denver Health, approximately 14 percent of the target population had Medicaid Choice as their last known coverage. The Colorado Department of Health Care Policy and Financing (HCPF) oversees and operates Colorado's Medicaid Program, Health First Colorado, and other public health care programs for qualifying Coloradans. HCPF data will fill in the remaining gaps in claims information for the target population. By merging information across these three data sources, we will have the full picture of Medicaid enrollment, service utilization, claims and managed care data, and expenditure data for individuals enrolled in the H2H treatment and control groups.

In calculating the Outcome Valuation Attachment for the H2H SIPPRA application, we made several assumptions including eligibility of the target population under Medicaid expansion, the federal share of Medicaid expenditures for the target population, the value of claims missing from the data available at the time of this evaluation design, and the impact of reductions in utilization on federal expenditures through reduced fee for service claims, reduced negotiated capitated rates for managed care claims, and reduced supplementary payments for uncompensated costs. We also assumed an

inflation rate based on the 10-year-average for the Denver-Aurora-Lakewood Consumer Price Index from the U.S. Bureau of Labor Statistics. The data we use to calculate the actual outcome valuation will resolve some of these assumptions; for example, we will have the full universe of fee for service and managed care claims for the study population and use the actual medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year of the project.

TABLE 4

Data Sources and Measures for Calculating Net Reduction in Federal Expenditures for Claims

Data source	Measures
Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing (membership, claims, ad pharmacy files)	<ul style="list-style-type: none"> ■ Unique research ID ■ Beneficiary and provider enrollment ■ Service utilization ■ Claims and managed care data ■ Expenditure data

Net Reduction in Federal Expenditures Estimation Methods

To understand the calculation of how treatment impacts net changes in federal (Medicaid/Medicare) expenditures for health services, we will use a Difference in Difference (DID) approach. The DID estimate, β^{DID} , can be represented by the following equation:

$$\beta^{DID} = (Y_{t=1}^T - Y_{t=0}^T) - (Y_{t=1}^C - Y_{t=0}^C)$$

Where $Y_{t=1}^T$ is the mean outcome for the treatment group (those referred to H2H supportive housing) in the post randomization period, $Y_{t=0}^T$ is the mean outcome for the treatment group in the pre randomization period, $Y_{t=1}^C$ is the mean outcome for the control group in the post randomization period, and $Y_{t=0}^C$ is the mean outcome for the control group in the pre randomization period. Eligible individuals randomized to the treatment population will be counted in the treatment population, regardless of whether they actually engage with the service provider, pass the H2H screens, or obtain housing. All eligible individuals randomized to the control population will be counted in the control population, even if they enroll with the service provider or obtain housing.

Calculation: The DID estimate will be measured using the regression equation below:

$$Y_{it} = \alpha + \beta^T T_i + \beta^P Post_t + \beta^{DID} (T_i * Post_t) + \beta^x X_{it} + \varepsilon_{it}$$

Where Y_{it} is the number of jail days for each individual, i , during time period, t ($t=0$ is the pre-randomization period and $t=1$ is the post-randomization period). T_i is an indicator equal to 1 for

individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. β^T is the treatment group specific effect (measuring the permanent differences between treatment and control), $Post_t$ is an indicator equal to 1 for the post-randomization period and 0 for the pre-randomization period and β^P is the time trend common to control and treatment groups. $Post_t$ and T_i is an interaction term and β^{DID} is difference in difference estimator, true effect of treatment. X_{it} is a vector of treatment specific time varying controls, to be specified later.

Housing Stability

Housing stability will be tracked through program and administrative data and will be measured only for the individuals in the treatment group who enter program housing. The threshold, payment points and other information on how housing stability will be measured are outlined in Table 4table 5.

TABLE 5

Measurement of Housing Stability and Payment Points

Threshold	Payment Points	Limitations
<ul style="list-style-type: none"> Individual must maintain a lease for one year from lease-up date before eligible for payments, as defined in the contract. The client has a lease, sublease or occupancy agreement in their name, as defined in the contract. 	<ul style="list-style-type: none"> After threshold is met, the City makes payments annually starting on January 31, 2022, based on days in housing before and after threshold, according to payment schedule, as defined in the contract. 	<ul style="list-style-type: none"> Days spent in jail since lease-up date will be subtracted from days eligible for payments, as defined in the contract.
Exits		
<p><i>Unplanned:</i></p> <p>If a client meets the condition below before achieving the one-year threshold, success payments will not be made for that client:</p> <ul style="list-style-type: none"> Loss of voucher/lease for any reason other than those specified under planned exit reasons (voucher loss can occur after 90 days away from unit; e.g., incarceration or returns to homelessness, or after eviction); Termination of assisted living occupancy agreement after 90 days away from the facility for 	<p><i>Planned:</i></p> <p>If a client meets any of the conditions below prior to or after achieving the one-year threshold, success payments will be made for the total number of days that the client was stably housed before exit at the per diem rate:</p> <ul style="list-style-type: none"> Death. Exit to other permanent stable housing where the client is named on a lease, sublease or occupancy agreement OR has a letter stating that they are allowed to reside with the leaseholder or owner in the unit on a permanent basis. Tenant entered long-term residential treatment that exceeds 90 days in order to address a physical or behavioral health issue. Tenant was incarcerated for actions solely occurring before SIB randomization. 	

any reason other than those specified under planned exit reasons.

The data sources and measures that will be used to calculate housing stability are outlined in Table 6. Program data from MHCD and CCH will be collected approximately biweekly through the engagement dashboard, as specified in the data-sharing agreements with each service provider. Data from the Denver Sheriff Department will be collected at least every six months as specified in the data-sharing timeline within the Urban Institute’s contract with the City of Denver. Data will be linked by unique research ID to calculate housing stability outcomes.

TABLE 6

Data Sources and Measures for Calculating Housing Stability

Data Source	Measures
MHCD and CCH Program Data	<ul style="list-style-type: none">■ Unique research ID■ Lease-up date■ Housing exit date■ Housing exit reason
Denver Sheriff Department	<ul style="list-style-type: none">■ Unique research ID■ Jail entry date■ Jail exit date■ Facility

Jail Day Reduction

The City and County of Denver’s final outcome payment will be based on the program’s impact on reducing jail days. Jail day reductions will be measured as the average difference of jail days between the treatment and control groups, over a period of two years from randomization date, and estimated using a treatment-on-the-treated (TOT) approach described in the analysis plan below. The payment for jail day outcomes will be made twice, at the middle and end of the evaluation period.

Jail Day Reduction Estimation Methods

To understand the calculation of treatment impacts using the treatment on the treated (TOT) approach, we first explain how treatment impacts are calculated using the intent to treat (ITT) approach. The ITT estimate is defined as the difference between the average outcomes for those referred to H2H (the treatment group) and those not referred to H2H (the control group), adjusting for prerandomization covariates.

All eligible individuals randomized to the treatment population will be counted in the treatment population, regardless of whether they actually engage with the service provider, pass the H2H housing screen or obtain housing. All eligible individuals randomized to the control population will be counted in the control population, even if they enroll with the service provider or obtain housing.

Calculation: The ITT estimate is measured as the average individual outcomes for the treatment population minus the average individual outcomes for the control population. We control for prerandomization covariates using a regression framework. Specifically, the ITT estimate, π_Y , would be measured using the regression equation below:

$$Y_i = \alpha + \beta^T T_i + \sum_{n=1}^N \beta^n X_i^n + \varepsilon_i$$

Where Y_i is the number of jail days for each individual, i , that was randomly assigned. T_i is an indicator equal to 1 for individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. β^T is the parameter of the ITT effect on the outcome (Y_i), the number of population members assigned to the treatment population and control population, respectively. X^n is a vector of prerandomization covariates and β^n is the vector of coefficients on the covariate, X^n . ε is the regression error term. The inclusion of the prerandomization covariates is intended to improve the precision of the estimates. The initial proposed list of covariates to control for in the model is $X_i^1 \dots X_i^{Nn}$: race, gender, age, number of prior custodial arrests (8/1/2012–7/31/2015), number of prior transient arrests (8/1/2012–7/31/2015), number of prior noncustodial arrests (8/1/2012–7/31/2015), and entry type (contact, noncustodial arrest, custodial arrest).

We will finalize the exact covariates after we review the historical data for data quality and completeness. In addition, the sample will be evaluated for equivalence between the treatment and control groups on observable prerandomization variables. Although random assignment is intended to create two equivalent groups, small samples can result in some differences between the groups by chance. Variables that show differences between the two groups at $p = .05$ (i.e., with at least 95

percent confidence that they are different) will be included as covariates in the regressions. Similar analysis for the related SIB evaluation included the following covariates:

- Race/Ethnicity
- Age at randomization
- Gender
- Number of jail days in three years prior to randomization
- Number of jail stays in three years prior
- Number of arrests in three years prior to randomization
- Number of custodial arrests in three years prior to randomization

The TOT estimate will be calculated using an instrumental variables (IV) estimate (Angrist, Imbens, & Rubins, 1996). The IV estimate is per person served, among those who comply with their referral assignment, which accounts for the fact that some people referred to H2H may not enroll and that some people in the control group may end up receiving services from the H2H. For example, all study participants can be divided into three types of individuals: (1) those who will always enroll in H2H regardless of whether they are referred to it or not; (2) those who will never enroll in H2H even if they are referred to it; and (3) those who comply with whatever referral assignment they are given, whether it is to enroll in H2H or to remain in the control group. The IV estimate represents the effect of H2H enrollment on study outcomes among this third group, the compliers. In the special circumstance where decisions to comply or not are independent of the study outcomes, the IV estimate also represents the average treatment effect.

Calculation: The IV estimate scales up the ITT estimate by the difference between the treatment group's and the control group's fractions enrolled in H2H. Conceptually, the Urban Institute will estimate the effect of referring an individual to H2H on enrollment in H2H in exactly the same manner as calculating the ITT above, except that the dependent variable in the model will be enrollment:

$$P_i = \alpha + \delta^T T_i + \sum_{n=1}^N \delta^n X_i^n + \varepsilon_i$$

Where P_i is 1 if the individual, i , actually enrolled in the program, regardless of whether they were in the treatment group or the control group. Enrollment will be defined as the participant having an initial housing lease-up (enrollment) date in SIB housing. T_i is an indicator equal to 1 for individuals assigned to the treatment group and 0 for individuals assigned to the control group. δ^T is the parameter of the effect of getting randomly assigned into treatment on actual enrollment (P_i). X^n is a

vector of prerandomization covariates, and β^n is the vector of coefficients on the covariates, X^n . ε is the regression error term. The IV estimate is the ratio of the two estimates:

$$\text{TOT estimate} = \frac{\beta^T}{\delta^T}$$

In practice, the two equations will be estimated simultaneously using a two-stage least squares estimation procedure. In the first stage, the dependent variable (enrolling in the program) is regressed on the exogenous covariates plus the instrument (randomization into treatment). In the second stage, fitted values from the first-stage regression are plugged directly into the structural equation in place of the endogenous regressor (enrolling in the program). We will include the same covariates as used in the ITT regression.

Because the payment schedule specifies the payment amount in per-person-served units, the IV estimate will be the basis for the performance-based outcome payments. The IV estimate also represents the per-participant-served difference in mean jail days between the treatment and control groups, among those who comply with referral assignments.

Determination of individuals included in jail day reduction analyses. All individuals who have been randomly assigned to the treatment or control group for at least two years before the last day of the interim and final observation periods will be included for the ITT estimate of jail days. For the TOT estimate, we will define the treated group as all individuals who were leased up by 9/30/2021 for the interim payment and by 3/31/2025 for the final payment. If an individual has been in the defined treatment group for longer than two years, we will look at the first two years they were in the treatment group as defined for the analyses. However, referrals will continue past these points (if and when housing slots are open), since individuals enrolled in the treatment group after that point are still potentially eligible to generate housing stability payments.

The data sources and measures that will be used to calculate reduction in jail days are outlined in Table 7. Jail days will be collected from the Denver Sheriff Department at least every six months as specified in the data-sharing timeline within the evaluation contract.

TABLE 7

Data Sources and Measures for Calculating Reduction in Jail Days

Data Source	Measures
Denver Sheriff Department	<ul style="list-style-type: none"> ■ Unique research ID ■ Jail entry date ■ Jail exit date

Early Outcomes Termination Process

If the agreement is terminated early, the outcome measurements for payment purposes, if appropriate as specified in the H2H contract, will be calculated in the following ways:

Housing stability outcomes will be measured for all participants meeting the payment requirement before the early termination quarter, as outlined in the research design and contract.

Jail day reduction outcomes will be measured for a minimum sample size reached before the early termination quarter, as outlined in the research design and contract:

If (i) this Contract is terminated prior to the end of the Project Term due to a Termination Event, ii) at least seventy-five (75) Participants were included as part of the Treatment Group for a period of at least one (1) year, and (iii) at least seventy-five (75) Eligible Referrals were included as part of the Control Group for a period of at least one (1) year, then jail day reduction outcomes will be measured for these individuals' first years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for one year. In this scenario, individuals who have been randomly assigned for less than one year will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least two years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals' first two years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for two years. In this scenario, individuals who have been randomly assigned for less than two years will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least three years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals' first three years following random assignment, and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for three years. In this scenario, individuals who have been randomly assigned for less than three years will not be included in the analysis.

Net reduction in federal expenditures will be measured for all participants based on all claims documented through the early termination quarter as outlined in the research design and contract.

Minimum Detectable Effect Sizes

Based on implementation data from the related Denver SIB Initiative, we anticipate a 70–75 percent take-up rate, which can be accommodated by the size of the eligible target population. At this take-up rate, this sample size allows the evaluation to detect effects of at least 31 percent, which the literature suggests is reasonable to expect for reduced jail time (Aidala et al., 2014) and reductions in expenditures for Medicaid claims (Culhane et al., 2002). For example, if the control group experiences an average of 50 days in jail, we can attribute effects to the program if the treatment group experiences 31 percent fewer days, or an average of 34.5 days, in jail. In Table 8, we show minimum detectable effect sizes for possible outcomes of a binomial variable with 80 percent power in a two-tail test at the traditional 0.05 significance level. The effect size puts differences in outcomes in percentage terms. From the earlier equations, the percentage difference ITT estimate will be calculated as $\frac{\pi_Y}{Y_C}$. As can be seen, even at a 75 percent take-up rate, the current design can be expected to allow us to detect effect sizes of 31 percent at the 0.05 significance level, which the literature suggests is reasonable to expect for the outcomes of interest. Should program take-up be a larger issue, the effect size needed among the treated group in program housing will increase, since we assume the effect for those in the treatment group who do not take up housing will be zero. The effect sizes listed for the TOT in the last column of Table 8 come from a Bloom (1984) adjustment to the ITT estimate, which is a conservative approximation of the IV estimates of the TOT, as described earlier. The estimates in Table 8 are conservative for both the ITT and TOT because they do not reflect regression-based estimates. Regressions in the ITT and in the IV equation should improve the precision of our estimates, allowing us to identify smaller effects.

TABLE 8

Minimum Detectable Effect Sizes

Control Group	Treatment Group	Number Treated	Take-up (%)	Effect Size for ITT	Effect Size for TOT
125	125	125	100	0.36	0.36
167	167	125	75	0.31	0.41
208	208	125	60	0.28	0.46
250	250	125	50	0.25	0.50
291	291	125	43	0.23	0.54
338	338	125	37	0.22	0.59

Notes: Calculations are based on the following assumptions: Alpha is 0.05, 80% power, a two-tailed test, and R-squared of 0; ITT = intent to treat; TOT = treatment on the treated

Data Security and Ownership

Data Security

Data will be provided via Secure File Transfer Protocol (SFTP) with password protection. This is the *only* acceptable method of providing data. The following methods are unacceptable: plain text e-mail, U.S. Postal Service with unencrypted CD-ROM, unsecure File Transfer Protocol (FTP), and all other methods that are not mentioned above.

Urban staff members will use PGP software to encrypt the administrative data file and password protect the hard drive. If we need to make backup copies of restricted data files, we will encrypt the files before the backup takes place. All restricted data and extracts will be encrypted. All backups of data onto CDs or DVDs will be stored in a locked file cabinet in the researcher's office. Only research staff members who have signed confidentiality pledges will be allowed to access the data.

We will treat all data derived from restricted data in the same manner as the original restricted data. Data derived from restricted data include, but are not limited to, subsets of cases or variables from the original restricted data, numerical or other transformations of one or more variables from the original restricted data, and new variables constructed from the original data.

Data Ownership

Urban will have full ownership of all data we collect for this study. We are bound by Urban Institute institutional review board (IRB)-approved standards of confidentiality and will not be able to turn over raw data to the City of Denver, Denver PFS, LLC, investors or any other stakeholders. In the event any of these entities requests an audit of the data to verify the outcomes reported by Urban, the requesting entity may select and fully pay for a qualified independent researcher to travel to Urban and conduct an audit of the data needed to verify the outcomes tied to the SIB payment triggers. The qualified independent researcher must sign the confidentiality pledge signed by all members of the research team and would operate under the same IRB standards of confidentiality as the research team. The qualified independent researcher would have access to only the data outlined in Table 9 for verifying the outcomes tied to the SIB payment triggers.

TABLE 9

Data for Outcome Verification for SIB Payment Triggers

Data Source	Measures
MHCD and CCH program data	<ul style="list-style-type: none"> ■ Unique research ID ■ Random assignment date ■ Client housing screen outcome and date ■ Client agreement to housing and date ■ Voucher application outcome and date ■ Voucher issuance date ■ Voucher denial date ■ Voucher denial reason ■ Lease-up date ■ Voucher loss reason and date
Denver Sheriff Department	<ul style="list-style-type: none"> ■ Unique research ID ■ Jail entry date ■ Jail exit date ■ Facility
Colorado Access, Denver Health, Colorado Department of Health Care Policy and Financing	<ul style="list-style-type: none"> ■ Unique research ID ■ Beneficiary and provider enrollment ■ Service utilization ■ Claims and managed care data ■ Expenditure data

In the event that Urban's role as the independent evaluator is terminated and a new independent evaluator is selected, new data-sharing agreements must be negotiated between the new independent evaluator and each of the agencies from which data were collected before Urban can turn over any data to the new independent evaluator. It will be incumbent on the new independent evaluator to ensure that any necessary confidentiality and data security protocols are in place such that new data-sharing agreements can be signed with each administrative data agency to allow Urban to turn over any data already collected to the new independent evaluator.

Reports and Findings

Final reports and findings will be presented in aggregate form only. No data will be presented in such a way that individuals could be identified. Frequencies and cross-tabulations will be sufficiently aggregated to protect individuals from identification through unique combinations of sensitive information and geographic identifiers. We may impose other restrictions based on our assessment of the data. All outcome reports as outlined in Table 11 will be publically available, including findings from the implementation study. Urban may broadly disseminate publically available findings through

a variety of communication strategies, in collaboration with H2H partners and according to an agreed upon H2H communications protocol.

Destruction of Data

All data maintained online in the randomization tool database will be cleared within a month of completing random assignment. All data will be destroyed by September 2029, or two years after the final project windup. The Urban Institute will use PGP data encryption software to permanently destroy all data sets in a way that renders them unreadable.

Project Monitoring and Outcome Reports

Project Monitoring

For project monitoring purposes, the Urban Institute will maintain a biweekly engagement dashboard (Appendix A) and a monthly pipeline dashboard (Appendix B). Data for these dashboards will be collected at least biweekly from CCH and MHCD as specified in the data-sharing agreements with each service provider. The biweekly engagement dashboard will track individual-level data on participant engagement and on enrollment in the program. Those data will be used by the service providers and Urban Institute to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City and SPV. The process for project monitoring will follow the schedule outlined in Table 10.

TABLE 10

Project Monitoring Reports

Report Name	Frequency and Distribution	Description	Source
Engagement Dashboard	Biweekly—data dashboard due to Urban on the 15th and 30th of each month	Individual-level data of client engagement and enrollment	CCH, MHCD, Urban
Pipeline Dashboard	Monthly—data dashboard due to the City on the 15th of each month	Aggregate number of referrals, assignments and housing outcomes	

Note. CCH = Colorado Coalition for the Homeless; MHCD = Mental Health Center of Denver

Outcome Reports

Urban will submit outcome reports on housing stability starting in December 2021 and continuing annually thereafter, as indicated in Table 11, through the end of the project in June 2027. Urban will report outcome measurements on jail days for interim and final payment purposes in December 2023 and June 2027. Outcome measurement for net reduction in federal expenditures will be reported in the final evaluation report in June 2027. Outcome reports will be structured similarly to those provided to the Governance Committee for the related Denver SIB (Cunningham et al., 2018a),

including updates on project implementation (Cunningham et al., 2018b). The final outcome report for SIPBRA funding will be structured similarly to the steps and tables outlined in the Outcome Valuation Attachment of the H2H SIPBRA application. All outcome reports will be delivered to the City and SPV by the 15th of the last month of the quarter, as outlined in Table 11. The final outcome report will be delivered to the federal government in June 2027.

TABLE 11

Outcome Reports

Outcome Report Delivered	Period of Project Under Evaluation, Housing Stability	Housing Stability Outcomes Observed Through	Period of Project Under Evaluation, Jail Days	Jail days Outcomes Observed Through	Period of Project Under Evaluation, Federal Outlays	Federal Outlay Outcomes Observed Through
12/15/21	Q1–6	9/30/21				
12/15/22	Q7–10	9/30/22				
12/15/23	Q11–14	9/30/23	Q1-14	9/30/23	Q1-14 ^a	9/30/23 ^a
12/15/24	Q15–18	9/30/24				
12/15/25	Q19–22	9/30/25				
12/15/26	Q23–26	9/30/26				
6/15/27	Q27–28	3/31/27	Q1-28	3/31/27	Q1-28	3/31/27

Notes: Urban’s ability to produce reports on time is dependent upon receiving accurate data from providers and other data-sharing agencies. Urban may request reasonable extensions for data delivery delays. Payment dates will be adjusted accordingly.^a This report will be an initial analysis of federal expenditures for an early cohort of participants and will not be used for payment purposes.

Appendix A. Biweekly Engagement Dashboard

ID	Random Assignment Date	Located	Date First Located	Number of Contacts	Date of Last Contact	Date of Last Attempt to Engage
Unique research identifier	Random assignment date	Client was located (Y/N)?	Date first contact with CCH/MHCD	Number of contacts with the client before agreement to housing	Date of last contact before agreement to housing	Date of last attempt to contact before agreement to housing

Passed Housing Screen	Date of Housing Screen	Agreed to Housing	Date Agreed to Housing	Packet Approved	Date of Packet Approval	Case Manager
Client passed SIB eligibility housing screen (Y-Chronic, Y-SIB definition, No)?	Date client passed housing screen	Agreed to housing (Y/N)?	Date client agreed to housing	Voucher application approved (Y/N)?	Date of voucher application approval	Name of case manager

Housing Orientation	Date of Orientation	Housing Lease-Up	Housing Subsidy Source	Date of Lease-Up	Date of AL Occupancy	Housing Type Assignment	Housing Type Reason
Housing orientation completed (Y/N)?	Date housing orientation completed	Housing lease-up outcome: Yes; No, still looking; No, voucher expired; No, lost voucher; No, other?	Housing subsidy source: SIB subsidy, COC voucher, DHA voucher, CDOH voucher	Date of housing lease-up	Date of AL occupancy agreement	Single-site, scatter site, assisted living?	Is there any specific reason the individual was placed in the housing type (choice, sex offender status, eligibility issue, need?)

Clinical Intake	Date of Intake	Date of AL Exit	Planned Housing Exit	Date of Planned Housing Exit	Unplanned Housing Exit	Date of Unplanned Housing Exit
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Clinical intake completed (Y/N)?	Date clinical intake completed	Date of AL exit or date participant was away from AL for 90+ days	Exited housing for: other permanent housing, residential treatment, prior offense incarceration, death? Leave blank if no exit.	Date of planned housing exit	Exited housing for: voluntary voucher loss, lease violation voucher loss, other voucher loss? Leave blank if no exit.	Date of unplanned housing exit
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Appendix B. Monthly Pipeline Dashboard

	Total	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sept-20	Oct-20
Referrals								
Total on eligibility list								
Eligible individuals identified								
<i>Arrest</i>								
<i>Police contact</i>								
<i>Jail</i>								
Eligible individuals randomized								
Control								
Treatment								
# Not found								
# Found								
<i>Failed housing screen</i>								
Passed housing screen								
<i>Agreed to housing</i>								
<i>Refused program</i>								
<i>Found ineligible for voucher</i>								
Housing								
# Available slots								
# Issued voucher								
# Not leased up								
<i>Still looking for housing</i>								
<i>Voucher expired</i>								
<i>Lost voucher</i>								
<i>Other</i>								
# Leased up								
# Exited housing								
Planned exit event								
<i>Other permanent housing</i>								
<i>Residential treatment/other care</i>								
<i>Prior offense incarceration</i>								
<i>Death</i>								
Unplanned exit event								
<i>Lost voucher—voluntary</i>								
<i>Lost voucher—lease violation</i>								

Lost voucher—incarceration

Lost voucher—other

Appendix C. SIB Housing Screen

Client Name: _____

HUD defines a Chronically Homeless person as: an unaccompanied homeless person (a single homeless person who is alone and is not part of a homeless family and not accompanied by children).

Part I. Disabling Condition (*Check appropriate box(es):*)

- ☐ A diagnosable substance abuse disorder
- ☐ A serious mental illness
- ☐ A developmental disability
- ☐ A chronic physical illness or disability, including the co-occurrence of two or more of these conditions.

Acceptable forms for documenting a person's disability status are as follows and must be completed by a knowledgeable professional: (*One of the following must be obtained*)

- ☐ Med-9
- ☐ SSDI/SSI/TPQY Statement (within 45 Days of paperwork submitted)
- ☐ Signed Disability Verification Form
- ☐ Signed Letter (on Letterhead) from social service agency confirming disability
- ☐ Hospital Record stating disability or mental health diagnosis

Part II. Literally Homeless Status (*Check ONE:*)

- ____ is living in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street).
VERIFICATION: Statement of situation and signature of current service provider.
- ____ is staying at an emergency shelter for homeless persons or safe haven.
VERIFICATION: Statement of situation and signature of shelter staff.
- ____ is in rapid re-housing or supportive housing for homeless persons and was originally chronically homeless and came from the streets or emergency shelters; and/or in any of the above places but is spending a short time (up to 90 consecutive days) in a hospital or other institution.
VERIFICATION: Statement of situation and signature of rapid re-housing/ supportive housing staff.
- ____ is exiting an institution where they resided for 90 days or less AND were residing in emergency shelter or place not meant for human habitation immediately before entering institution.

- ☐ is an individual fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions related to violence, who has no identified subsequent residence; AND lacks the resources and support networks needed to obtain other permanent housing.

Part III. *Chronically Homeless Status (Check ONE):*

- ☐ **The individual has been continuously homeless for a year or more.**
- ☐ **The individual has had four (4) episodes of homelessness in the last three (3) years that total at least 12 months (3 months self-report; 9 months 3rd Party Verification)**

Part II or III is supported by Third Party Certification, which includes dates and locations of homelessness, from one or more of the following: *Check ALL that apply.* This third party or narrative verification should include dates and locations of episodes of homelessness. Verification Levels should be attempted in order from 1 through 4. Narrative should include date(s) attempted for third-party verification and date(s) completed as appropriate.

First Level of Verification

- ☐ Signed Third Party letter (s) on agency letterhead from a shelter worker, homeless service provider, outreach worker, other healthcare or human service provider attesting to homelessness. Print outs from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Second Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of phone/in person/email conversations with a shelter worker, homeless service provider, outreach worker, other health care or human service provider attesting to homelessness. Printouts from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Third Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of their observations of the client's housing history attesting to homelessness. Housing history should include length of stay at each place during the past 4 years if possible. Printouts from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Fourth Level of Verification

- ☐ Signed & notarized written documentation by client of their homelessness status along with a housing history showing episode(s) of homelessness during the past 4 years.

Staff Name: _____ Staff Title: _____

Organization: _____

Signature: _____ Date: _____

Instructions: This Homelessness History Summary provides a suggested timeline to be used by individuals who receive funds for programs targeted to chronically homeless persons. It may be used to analyze whether or not the chronology of a homeless person's history meets the time frame for the definition of chronic homelessness.

Client Name: _____

Time period	Whereabouts	Documented?

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Exhibit C
Project Budget and Operating Account Balance

Project Budget									
	2020	2021	2022	2023	2024	2025	2026	Wind-up	Total
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
CCH	\$ 859,399	\$ 1,103,024	\$ 1,136,115	\$ 1,170,198	\$ 1,205,304	\$ 1,241,463	\$ 1,278,707		\$ 7,994,210
MHCD	\$ 212,186	\$ 216,348	\$ 220,591	\$ 224,918	\$ 229,329	\$ 233,828	\$ 238,414		\$ 1,575,614
SPV	\$ 280,461	\$ 139,833	\$ 129,688	\$ 121,625	\$ 122,852	\$ 112,388	\$ 115,208	\$ 11,593	\$ 1,033,648
Subtotal: Costs in financing	\$ 1,352,046	\$ 1,459,205	\$ 1,486,394	\$ 1,516,741	\$ 1,557,485	\$ 1,587,679	\$ 1,632,329	\$ 11,593	\$ 10,603,472
Evaluation	\$ 104,933	\$ 78,955	\$ 172,881	\$ 116,627	\$ 122,480	\$ 126,944	\$ 199,655	\$ 77,525	\$ 1,000,000
Total with Evaluation	\$ 1,456,979	\$ 1,538,160	\$ 1,659,275	\$ 1,633,368	\$ 1,679,965	\$ 1,714,623	\$ 1,831,984	\$ 89,118	\$ 11,603,472

SPV Operating Account End of Quarter Balance

Q1	Q2	Q3	Q4
\$267,896	\$267,997	\$268,097	\$330,144
Q5	Q6	Q7	Q8
\$330,268	\$330,392	\$330,516	\$339,973
Q9	Q10	Q11	Q12
\$340,101	\$340,229	\$340,356	\$350,086
Q13	Q14	Q15	Q16
\$350,218	\$350,349	\$350,480	\$360,491
Q17	Q18	Q19	Q20
\$360,626	\$360,761	\$360,897	\$371,196
Q21	Q22	Q23	Q24
\$371,336	\$371,475	\$371,614	\$382,211
Q25	Q26	Q27	Q28
\$385,253	\$388,295	\$391,339	\$15,104

Exhibit D-1: Independent Evaluator Agreement Scope of Work

Exhibit A

Services

Urban agrees to the following scope of work and specifics included in the attached “Research Design” (**Exhibit C**).

I. Task 1: Referral and Randomization—Management & Coordination

- a. Based upon the eligibility criteria established in the Research Design and in coordination with the City of Denver (“City”)—including the Denver Police Department, the Pay for Success Special Purpose Vehicle (“SPV”), and Pay for Success Service Providers (“Providers”), the Urban Institute (“Urban”) will:
 - i. Establish a list of eligible participants for the Health to Housing (H2H) Pay for Success Project;
 - ii. Lead and coordinate a referral and randomization process needed to identify the proper number of individuals to fulfill the Research Design;
 - iii. Lead and coordinate an engagement and hand-off process for those individuals identified as the group receiving treatment;
 - iv. Facilitate housing and health screens that will screen out individuals who are not considered homeless according to the Research Design or able to live independently in supportive housing;
 - v. Lead and coordinate ongoing updates to the PFS eligibility list and randomize individuals in accordance with Service Provider needs.
- b. As a part of this task, Urban will work with all program partners to address ongoing challenges and enrollment difficulties, including but not limited to:
 - i. Attending operating committee meetings as outlined in the Pay Success Contract;
 - ii. Providing ongoing support to City, SPV, and Provider staff involved with the project; and
 - iii. Generating proposals for improving processes to ensure adequate enrollment levels are met.

II. Task 2: Process Study—Data Collection

- a. Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study, Urban will:
 - i. Manage an engagement dashboard;
 - ii. Manage a housing enrollment pipeline;
 - iii. Conduct annual site visits and key information interviews with service providers and other important stakeholders; and
 - iv. Review program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.

III. Task 3: Impact Study—Data Collection

- a. In accordance with the Pay for Success Contract, Urban will collect and certify the validity of the data and calculations used to inform Success Payments. Specifically, Urban will:
 - i. Track participant exits from housing and measure days spent in housing;
 - ii. Collect and validate the data used to measure the impact of the Program on the target population's jail days; and
 - iii. Collect and validate the data used to measure the impact of the Program on the target population's federal (Medicaid/Medicare) expenditures for health services.
- b. In the event of an early termination of the Pay for Success Contract, Urban will collect and certify the validity of the data and calculations used to inform the early success payments as outlined in the Pay for Success Contract and Research Design. Additionally, Urban will work with the City to determine what additional reports and outcomes can be documented at the point of early termination.

IV. Task 4: Reporting and Dissemination

- a. Urban will provide timely and comprehensive reports as outlined in the Research Design to the City, SPV, Providers, and Lenders. Lenders to receive reports are those lenders that have a Lender Agreement with the SPV for the PFS project.
- b. For project monitoring purposes, Urban will maintain a weekly engagement dashboard (**Exhibit D**) and monthly pipeline dashboard (**Exhibit E**). Data for these dashboards will be collected at least weekly from the Service Providers. The weekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City, SPV, Providers, and Lenders. The process for project monitoring will follow the schedule outlined in the Research Design.
- c. Urban will submit outcome reports on housing stability starting in December 2021 and continuing annually thereafter, as indicated in the Research Design, through the end of the project in June 2027. Urban will report outcome measurements on jail days for interim and final payment purposes in December 2023 and June 2027. Outcome measurements for reductions in federal outlays will be reported in the final evaluation report in June 2027. All outcome reports will be delivered to the city and SPV by the 15th of the last month of the quarter, as outlined in the Research Design. The final outcome report will be delivered to the federal government in June 2027.
- d. At the conclusion of the evaluation or in the event of early termination of the Pay for Success Contract, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings, and outcomes—including but not limited to:
 - i. Methodology used to evaluate the Pay for Success program;
 - ii. Process study findings and recommendations; and
 - iii. Impact study data (aggregate), outcomes, findings, and recommendations.

Exhibit D-2: Project Management Agreement Scope of Work

Exhibit A

Services

A. Provide project oversight and advisory services to ensure performance

1. Monitor the day-to-day operations of the Program;
2. Support the performance of contracted SIB 3.0 providers to ensure housing and services adhere to evidence-based practice
 - a. Provide ongoing TA around the CSH Dimensions of Quality Supportive Housing, including the Housing First philosophy
 - b. Provide expert advice focused on ensuring a high level of supportive housing quality within the project
3. Support the efforts of the City to ensure that sufficient housing placements are available for the project.
 - a. Work collaboratively with the providers and State housing agencies, the Continuum of Care, Denver's Road Home and other stakeholders to identify and resolve any obstacles to accessing and utilizing housing vouchers
4. Review Provider reports; ensure such reports are timely and complete
5. Identify Program implementation challenges and work with Pay for Success Contract parties and other Program stakeholders to facilitate Program adjustments in the interest of improving service delivery and efficiency of the Program;

B. Staff the Operating Committee

1. Serve as a member of the Operating Committee
2. Staff the Operating Committee, which includes:
 - a. Scheduling meetings
 - b. Raising agenda items and facilitating group discussions;
 - c. Preparing and circulating all meeting materials including: agenda, minutes, evaluator's reports, provider updates, financial reports, etc.
 - d. Coordinate and manage membership

C. Staff the Governance Committee

1. Serve as a member of the Governance Committee, with particular attention to:
 - a. Determine if program launch conditions have been met
2. Staff the Governance Committee, which includes:
 - a. Scheduling meetings on a quarterly basis Raising agenda items and facilitating group discussions;
 - b. Preparing and circulating all meeting materials including: agenda, minutes, evaluator's reports, provider reports, financial reports, etc.
 - c. Coordinate and manage membership

D. Investor Relationships

1. Provide any required notices to Funders under the Pay for Success Contract and under the Funding Documents, including regarding any matter under the Pay for Success Contract for which Lender Consent is required and securing such consent
2. Populating the project financial model and calculating the amounts owed to Lenders in accordance with Section 2.02 of the Loan Agreement and advising Fiscal Agent of such calculations.

E. Communication with all parties

- Advising of any events of default by Service Provider
- Act as central point of contact for all media inquiries, requests for information
- Assist all parties with communications per established communications protocol

Exhibit D-3: Fiscal Agent Agreement Scope of Work

Exhibit A

Services

A. FINANCIAL MANAGEMENT

1. Establish and maintain SPV Operating Account
2. Develop the accounting and financial procedures regarding administration of SPV Operating Account.
3. Develop the following policies and procedures:
 - (a) Daily transaction procedures for cash management, cash receipts, and cash disbursements;
 - (b) Financial reporting, including but not limited to financial statements, cash flow, and budget to actual analysis;
 - (c) Compliance with Loan Documents and all applicable provisions of Social Impact Bond Contract.
4. Receive disbursements from Lenders (according to draw schedule set forth under the Social Impact Bond Contract)
5. Make interest payments and outcome payments (if any) to Lenders
6. Pay fees and expenses on behalf of the SPV
 - Prepare checks or ACHs for the payment of Total Project Costs and fees as described in the PFS Contract and prepare wire transfer instructions for the authorization of the payment amounts owed under the loan documents, in each case for the signature or authorization of the SPV.

B. FINANCIAL REPORTING

1. Maintain all financial records as required under Social Impact Bond Contract and as required under the Loan Documents.
2. Prepare quarterly account reconciliations of actual expenditures to the anticipated expenditures set forth under Section 5.03 of the Social Impact Bond Contract.
2. Retain and oversee external auditors to prepare for any audits of SPV and to prepare any audited financial statements required during the Term and oversee the preparation of and provide, when due, to the appropriate entity the financial audits required by the Project;

4. Oversee the preparation of quarterly financial statements, due within forty-five (45) days following the end of each quarter, annual audited financial statements within one hundred twenty (120) days of the end of each fiscal year;
5. Provide access to all financial records maintained on behalf of SPV to any Lenders and the City in accordance with the Social Impact Bond Contract and the Loan Documents and to CSH in accordance with the SPV's operating agreement.
6. Assist SPV in complying with any filing requirements of any government authority having jurisdiction over SPV (e.g., the filing of any required City vendor compliance forms), including completing all necessary tax filing and reporting.
7. Present annual audit and quarterly financials to governance committee at quarterly Governance Committee meetings. Attend Operations Meetings, SPV meetings or other as requested by the SPV.

C. FUNDER COMMUNICATION

1. Provide notice to City and Lenders of SPV Operating Account and wire transfer instructions and changes thereto.
2. Respond to periodic inquiries from Lenders regarding SPV Operating Account and related balances, deposits and disbursements

EXHIBIT D-4: CCH Service Agreement Scope of Work

COLORADO COALITION FOR THE HOMELESS SERVICE AGREEMENT

EXHIBIT A

DESCRIPTION OF SERVICES AND PROJECT BUDGET

I. Program Description and Service Guidelines

A. Overview

Provider will use a modified Assertive Community Treatment (ACT) team model of community- based clinical services, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services for the costliest members of the “Super Utilizers” population (“SU”) as described below.

B. Enrollment

After an individual has been deemed eligible for the Project, has consented to participation in the Evaluation Plan, and has been randomly assigned to be served by the Provider through the Project, the individual will be referred by the City via the Referral Coordinator with the Crime Prevention and Control Commission (CPCC) to Provider. Provider will process the referrals in accordance with the following Client pathway:

1. Pre-Engagement Period. Upon receipt of a Referral, Provider will attempt to engage the referred individual to participate in the Project as a Client. If the referred individual has an existing relationship with the Provider or with another service provider in the area, the primary service and case management responsibilities will be transferred to Provider as clinically appropriate and upon approval of the Client and existing treatment team to the greatest extent possible. The City will assist Provider in locating and making contact with individuals who are the subject of a Referral as follows: (a) the CPCC referral coordinator will link the unique research IDs back to the individual identifiers (i.e. names and as much information as is available from the intake points) on the master eligibility list, and (b) co-responder staff within the Denver Police Department (DPD) will assist Provider in locating eligible individuals and engaging referred individuals to the extent possible.

2. Screening. Providers will engage participants in the treatment group for a minimum of three months, [as described in the Evaluation Plan] before stepping down the engagement and requesting a new referral. After being located, individuals must also pass the housing screen tool [as described in the Evaluation Plan] (the “Housing Screen”) to confirm homelessness and continue engagement toward housing placement. While the Housing Screen will only screen out any individuals who are not considered homeless according to the Housing Screen requirements, it will also screen for chronic homelessness which will help determine the most appropriate housing subsidy for the individual.
3. Assignment to Case Management Treatment Team and Clinicians. Within one month of initial contact with the Client, Provider will assign the Client to a case management team. As soon as possible following assignment to the team, a clinician will conduct a full mental health assessment of the Client, establish and implement a Treatment Plan (as defined below) for the Client, identify barriers to housing for the Client, and address other pressing Client needs.
4. Provider will directly or indirectly provide Services for at least sixty-five (65) Clients during the first year (commencement through December 31, 2016), and at least one hundred and sixty-five (165) Clients during the second year (January 1, 2017 through December 31, 2017). Provider will directly or indirectly provide Services for at least one hundred and sixty-five (165) cumulative Clients annually during later phases of this Agreement (after January 1, 2018).

C. Housing Services

1. From initial contact with the Client, Provider will assess the client’s appropriate housing needs, establish a housing stability plan, and work with the client to access and maintain appropriate housing.
2. Provider's housing placement and support services will include housing search and location, landlord outreach, teaching housing skills, lease negotiation, establishing a housing stability plan, conflict mediation, subsidy administration and other key functions. In addition, Provider will assertively engage and offer services to tenants to maximize their tenure in housing including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. Providers will actively communicate with landlords and property managers to advocate on behalf of tenants, prevent avoidable evictions, and intervene and mitigate crisis situations.
3. Provider will administer the housing subsidies from the Project Budget to allow clients to lease scattered site housing in the community.
4. Provider will ensure that all clients served have access to housing units that are affordable on an ongoing basis. This is defined as meaning that the tenant household ideally pays no more than 30% of its household income toward rent and utilities, and never pays more than 50% of income toward such housing expenses.

D. Supportive Services

All services will be voluntary and driven by individual choice. Recognizing that individuals may initially refuse assistance or services, provider will assertively and creatively engage tenants, including engaging clients multiple times and in multiple settings, to maximize participation in services. The delivery of all services will be guided by the principles of cultural competence, trauma informed care, recovery, and resiliency with an emphasis on building enrollee strengths and resources in the community, with family, and with their peer/social network.

1. Provider will offer and provide Clients with a variety of services as deemed clinically appropriate based on assessed needs. Services provided will be designed to help Clients
 - (i) address barriers to housing stability, (ii) manage mental illness and other disabling conditions, (iii) reduce interaction with the criminal justice system (number of jail days), and (iv) improve health outcomes. At the outset of each Client's engagement in the Project, Provider will work collaboratively with the Client to develop a Treatment Plan.
2. Provider's Services will include, as appropriate for and desired by each Client, intensive case management, crisis intervention, substance use counseling, mental health treatment, peer support, skills building, connection to primary care, and various other services identified as necessary in each Client's Treatment Plan.
3. A treatment plan ("Treatment Plan") will be developed consistent with the principles of client choice, wellness and recovery.
 - a. Provider will work with the Client to develop individualized goals in relation to housing. Other goals may be related to health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity.
 - b. The Client will be primarily responsible for establishing the specific goals that define his/her desired quality of life.
 - c. The Treatment Plan will specify clinical interventions that will be used to assist client in meeting identified goals.
 - d. The Treatment Plan will define the roles and responsibilities of all parties involved in the development of the treatment plan.
 - e. The Treatment Plan may be used to help clients identify, cultivate and sustain relationships with peers, family members, neighbors, and others as clinically appropriate to create a network of support that will build the well-being of enrollees.

E. Case Management & Treatment Team

1. Individuals will likely come from culturally and linguistically diverse backgrounds, requiring that Case Management & Treatment staff practice "cultural competence" which emphasizes the acquisition of cultural knowledge and the proper application of that knowledge when working with individuals from a variety of cultures. This requires that Case Management & Treatment staff understand and implement the following practices:
 - a. "Cultural humility" emphasizes adopting the perspective that individuals and families are the best source of information concerning cultural issues that impact their care.
 - b. "Cultural sensitivity" encourages providers to begin with the assumption that cultural differences exist even when none are apparent and continuously apply themselves to understanding as much as possible about the cultural lens through which each individual and family views and experiences the outside world.
2. Clients will have access to the Case Management & Treatment Team or mobile crisis support 24 hours a day 7 days per week.
3. Housing Counseling Services. Each client will have access to Housing Counseling services, it being understood that the Housing Counseling services may be provided by a designated Housing Counselor or by a case manager or other staff person with housing expertise.
4. The Case Management & Treatment Team shall operate substantially in accordance with the Corporation for Supportive Housing's (CSH'S) 'Dimensions of Quality' Supportive Housing as provided here:
http://www.csh.org/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf
5. The Case Management & Treatment Team shall assist clients in obtaining and maintaining permanent housing utilizing resources that are available through non SIB- funded resources as applicable.
6. The Case Management & Treatment Team shall use clinical interventions such as motivational interviewing to assist the client in engaging and linking with integrated health services, as deemed clinically appropriate.
7. The Case Management & Treatment Team shall assist each client in obtaining supplemental income, health insurance and other federal, state, or local benefits for which he or she is eligible if client is willing.

8. The Case Management & Treatment Team has final accountability for assuring that all services identified in the treatment plan are offered to all clients, acknowledging that client's ultimately have self-determination in regards to whether or not they engage in offered services.
9. The Case Management & Treatment Team shall deliver or collaborate with other community agencies to provide for the delivery of all services identified in the Treatment Plan.
10. Case management services will "meet clients where they are" physically and figuratively. As a general rule, most case management services shall be provided in the field where clients conduct their lives – in the clients' home or in other community locations – allowing individuals to learn and practice skills in the actual environment where they will be using them, rather than in clinic or office settings.
11. The Case Management & Treatment Team, when appropriate and where in alignment with client treatment plan, shall link enrollees with education services (e.g. general education programs, technical/ trade schools) and develop action steps in the Treatment Plan related to educational opportunities that will contribute to successful workforce participation.
12. The Case Management & Treatment Team shall take a Housing First approach to housing.
13. The Case Management & Treatment team shall work with enrollees to identify and access other medical and dental services.
14. The Case Management & Treatment Team shall provide or link client with appropriate health promotion education.
15. If the Case Management & Treatment Team determines that an enrollee requires psychiatric inpatient care or other residential treatment, those services shall be provided through current agency processes. However, the Case Management & Treatment Team will provide continued contact with the enrollee and appropriate treatment staff.
16. Case Management & Treatment staff will attend all required meetings, seminars and other collaborative events scheduled by the SPV. SPV will provide advance notice of any scheduled sessions to the greatest extent possible.

F. Target Population: "Super Utilizers"

As described in the Evaluation Plan, the target population are adults who meet all of the following criteria (the "Super Utilizers" or "SU"):

1. Homeless at the time of referral: identified as transient (having no address or providing the address of a shelter);

2. Determined to be eligible based on the administered Housing Screen;
3. High utilizers of City criminal justice/jail services, indicated by at least eight (8) arrests over a period of three years;
4. High utilizers for purposes of this Project includes preventable, inappropriate, or recurring use of high cost County services such as:
 - a. Frequent arrests and/or jail days;
 - b. Frequent emergency department visits;
 - c. Frequent use of ambulance services;
 - d. Frequent use of Emergency Psychiatric Services;
 - e. Frequent medical hospitalization at Denver Health and Hospital;
 - f. Frequent use of Emergency Detoxification Services;
5. Require case management, primary medical care, behavioral health services, and/or dental services, and will likely need specialized substance abuse, mental health, and medical services; and
6. Likely have one or more of the following characteristics:
 - a. A history of poor adherence to medication regimens, and/or difficulties participating in structured activities to the extent that it impairs the ability to live independently without supportive services;
 - b. Be eligible for Medicaid and/or Supplemental Security Income ("SSI");
 - c. Be currently uninsured;
 - d. Have either no income or annual total income of less than \$15,000; and
 - e. Lack family or other support networks.
 - f. One or more disabilities.

II. Staffing Requirement

A. Projected Staff

Based on modified ACT principles and available funding resources, Provider will maintain a target staff to client ratio of 1 staff to every 10 clients and no less than one staff person to every 12 clients. Services will be delivered in a team based model in which team members are in close communication and clients may receive services from any team member depending on their preferences and needs. Exact staffing for each team will vary but should include personnel to address the following functions:

1. Team Leader: This role is a full time leader of the team and a practicing clinician on the team.
2. Psychiatrist/Psychiatric Nurse Practitioner: A psychiatrist or psychiatric nurse practitioner who works on a fulltime or part-time basis. The psychiatrist / psychiatric nurse practitioner provides clinical services to all modified ACT clients and works closely with the team leader and team members to monitor clients and direct relevant treatment.
3. Nurse: A part or full time nurse who will work to identify and collaborate with medical personnel for assessment and treatment as an active member of the treatment team.
4. Substance Use Treatment Provider A full time staff member with certified expertise in providing treatment for persons with substance use disorders.
5. Peer Specialist: A e staff member who is or has been a recipient of mental health services for serious mental illness and/or other lived experience with the homelessness and/or criminal justice systems.
6. Case Managers with expertise as Housing Counselors, Vocational Specialists and/or Jail/Court Liaison.
7. Administrative Assistant: Non-clinical staff that provide support with organizing records, monitoring and reporting functions, and facilitating communication among the team members.
8. Intake Coordinator: A staff member who provides initial outreach and engagement of client, determines program eligibility, completes housing subsidy paperwork and serves as a link to the Clinical Services Team.
9. Housing Counselor: Staff is responsible for addressing the housing needs of program participants, communicating with landlords in the community, mitigating any landlord related issues, and manages housing subsidy.
10. Safety Associate: A full time staff person that ensures the safety of all program participants, staff, and locations in which services are being administered.

B. Notification

Provider shall notify the SPV of staffing changes and provide actual staffing numbers and costs at year end.

III. Data Reporting

A. The Data Dashboard.

1. As identified in the Evaluation Plan, data dashboard reports will be completed for all enrolled clients by the Case Management & Treatment team and submitted to the Evaluator via Secure File Transfer Protocol (SFTP) on the 15th and 30th of each month.

2. Provider is responsible for training staff on completing and submitting the data dashboard. Provider shall enter all relevant and required client data into the data dashboard.

B. Medicaid billing

At least twice annually, Provider will analyze and report to the Project Manager the amount of services provided to Project participants that has been successfully billed to Medicaid and reimbursed to Provider. The Project Manager will audit and submit to the Operating Committee for review.

C. Housing Subsidy

Quarterly, Provider will analyze and report to the Project Manager the total amount of SIB funding that has been allocated to participant housing subsidies. The Project Manager will audit and submit to the Operating Committee for review.

IV. Medicaid Billing and Housing Subsidy

A. Medicaid Reimbursement

As set forth in the Provider Budget (attached as Exhibit B to this Agreement), Provider expects that its Services will be funded in part through Medicaid reimbursements. Provider is solely responsible for submitting the information necessary to procure Medicaid payments required to fund its Services and for administering the funds it receives through Medicaid. In the event that Provider does not receive the amount of Medicaid reimbursements identified in the Provider budget through no fault of Provider, (i.e. due to a change in allowable reimbursements under Medicaid), Provider shall notify the Governance Committee. The Governance Committee shall explore alternate funding or program modifications to accommodate such loss in funding. Upon reasonable request, Provider shall provide information to the City and SPV regarding all payments received from Medicaid to offset costs incurred by Provider for providing the Services required by this Agreement. Unless otherwise approved by the Governance Committee with Lender Consent, SPV is not responsible for disbursing proceeds from the SPV Operating Account to cover any shortfalls in the Provider Budget resulting from a loss of Medicaid funding.

B. Reserved

C. SIB Housing Subsidy Assumptions

1. The Project Budget includes assumptions that participants will need the subsidy for the total number of months that they are enrolled, and that they will be making rental payments equivalent to 30% of their monthly income (budgeted based on average SSI benefit income).

2. In the interest of participants obtaining and maintaining permanent housing, it is beneficial for Provider to work with participants to increase their income, as well as to connect participants with an ongoing housing subsidy beyond the term of the 5-year PFS Contract.
3. Housing subsidy savings created through connecting clients with tenant-based vouchers or increases in client income will be retained by Provider.

V. Operating Committee and Governance Committee

(a) Provider shall cause the Team Leader or a qualified designee to attend, in person or by phone, any Operational Meetings (as that term is defined in the Social Impact Bond Contract) and to deliver all data and program metrics to the Project Manager as required under the Social Impact Bond Contract, including all required Service Provider Reports.

(b) Provider shall cause the Team Leader to attend, in person or by phone, any Governance Committee Meetings (as that term is defined in the Social Impact Bond Contract) if requested by the City or the Project Manager (at the direction of the SPV) at least three business days prior to the meeting, provided that notice may be provided on one business day's notice if an urgent matter is on the agenda.

EXHIBIT D-5: MHCD Service Agreement Scope of Work

MENTAL HEALTH CENTER OF DENVER SERVICE AGREEMENT

EXHIBIT A

DESCRIPTION OF SERVICES AND PROJECT BUDGET

I. Program Description and Service Guidelines

A. Overview

Provider will use a modified Assertive Community Treatment (ACT) team model of community- based clinical services, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services for the costliest members of the “Super Utilizers” population (“SU”) as described below.

B. Enrollment

After an individual has been deemed eligible for the Project, has consented to participation in the Evaluation Plan, and has been randomly assigned to be served by the Provider through the Project, the individual will be referred by the City via the Referral Coordinator with the Crime Prevention and Control Commission (CPCC) to Provider. Provider will process the referrals in accordance with the following Client pathway:

1. Pre-Engagement Period. Upon receipt of a Referral, Provider will attempt to engage the referred individual to participate in the Project as a Client. If the referred individual has an existing relationship with the Provider or with another service provider in the area, the primary service and case management responsibilities will be transferred to Provider as clinically appropriate and upon approval of the Client and existing treatment team to the greatest extent possible. The City will assist Provider in locating and making contact with individuals who are the subject of a Referral as follows: (a) the CPCC referral coordinator will link the unique research IDs back to the individual identifiers (i.e. names and as much information as is available from the intake points) on the master eligibility list, and (b) co-responder staff within the Denver Police Department (DPD) will assist Provider in locating eligible individuals and engaging referred individuals to the extent possible.

2. Screening. Providers will engage participants in the treatment group for a minimum of three months, [as described in the Evaluation Plan] before stepping down the engagement and requesting a new referral. After being located, individuals must also pass the housing screen tool [as described in the Evaluation Plan] (the “Housing Screen”) to confirm homelessness and continue engagement toward housing placement. While the Housing Screen will only screen out any individuals who are not considered homeless according to the Housing Screen requirements, it will also screen for chronic homelessness which will help determine the most appropriate housing subsidy for the individual.
3. Assignment to Case Management Treatment Team and Clinicians. Within one month of initial contact with the Client, Provider will assign the Client to a case management team and, through such case managers and clinicians, will conduct a full mental health assessment of the Client, establish and implement a Treatment Plan (as defined below) for the Client, identify barriers to housing for the Client, and address other pressing Client needs.
4. Provider will directly or indirectly provide Services for at least eighty-five (85) Clients during the second year (January 1, 2017 through December 31, 2017). Provider will directly or indirectly provide Services for at least eighty-five (85) cumulative Clients annually during later phases of this Agreement (starting January 1, 2018).

C. Housing Services

1. From initial contact with the Client, Provider will assess the client’s appropriate housing needs, establish a housing stability plan, and work with the client to access and maintain appropriate housing.
2. Provider's housing placement and support services will include housing search and location, landlord outreach, teaching housing skills, lease negotiation, establishing a housing stability plan, conflict mediation, subsidy administration and other key functions. In addition, Provider will assertively engage and offer services to tenants to maximize their tenure in housing including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. Providers will actively communicate with landlords and property managers to advocate on behalf of tenants, prevent avoidable evictions, and intervene and mitigate crisis situations.
3. Provider will ensure that all clients served have access to housing units that are affordable on an ongoing basis. This is defined as meaning that the tenant household ideally pays no more than 30% of its household income toward rent and utilities, and never pays more than 50% of income toward such housing expenses.

D. Supportive Services

All services will be voluntary and driven by individual choice. Recognizing that individuals may initially refuse assistance or services, provider will assertively and creatively engage tenants, including engaging clients multiple times and in multiple settings, to maximize participation in services. The delivery of all services will be guided by the principles of cultural competence, trauma informed care, recovery, and resiliency with an emphasis on building enrollee strengths and resources in the community, with family, and with their peer/social network.

1. Provider will offer and provide Clients with a variety of services as deemed clinically appropriate based on assessed needs. Services provided will be designed to help Clients
 - (i) address barriers to housing stability, (ii) manage mental illness and other disabling conditions, (iii) reduce interaction with the criminal justice system (number of jail days), and (iv) improve health outcomes. At the outset of each Client's engagement in the Project, Provider will work collaboratively with the Client to develop a Treatment Plan.
2. Provider's Services will include, as appropriate for and desired by each Client, intensive case management, crisis intervention, substance use counseling, mental health treatment, peer support, skills building, connection to primary care, and various other services identified as necessary in each Client's Treatment Plan.
3. A treatment plan ("Treatment Plan") will be developed consistent with the principles of client choice, wellness and recovery.
 - a. Provider will work with the Client to develop individualized goals in relation to housing. Other goals may be related to health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity.
 - b. The Client will be primarily responsible for establishing the specific goals that define his/her desired quality of life.
 - c. The Treatment Plan will specify clinical interventions that will be used to assist client in meeting identified goals.
 - d. The Treatment Plan will define the roles and responsibilities of all parties involved in the development of the treatment plan.
 - e. The Treatment Plan may be used to help clients identify, cultivate and sustain relationships with peers, family members, neighbors, and others as clinically appropriate to create a network of support that will build the well-being of enrollees.

E. Case Management & Treatment Team

1. Individuals will likely come from culturally and linguistically diverse backgrounds, requiring that Case Management & Treatment staff practice "cultural competence" which emphasizes the acquisition of cultural knowledge and the proper application of that knowledge when working with individuals from a variety of cultures. This requires that Case Management & Treatment staff understand and implement the following practices:
 - a. "Cultural humility" emphasizes adopting the perspective that individuals and families are the best source of information concerning cultural issues that impact their care.
 - b. "Cultural sensitivity" encourages providers to begin with the assumption that cultural differences exist even when none are apparent and continuously apply themselves to understanding as much as possible about the cultural lens through which each individual and family views and experiences the outside world.
2. Clients will have access to the Case Management & Treatment Team or mobile crisis support 24 hours a day 7 days per week.
3. Housing Counseling Services. Each client will have access to Housing Counseling services, it being understood that the Housing Counseling services may be provided by a designated Housing Counselor or by a case manager or other staff person with housing expertise.
4. The Case Management & Treatment Team shall operate substantially in accordance with the Corporation for Supportive Housing's (CSH'S) 'Dimensions of Quality' Supportive Housing as provided here: http://www.csh.org/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf
5. The Case Management & Treatment Team shall assist clients in obtaining and maintaining permanent housing utilizing resources that are available through non SIB- funded resources as applicable.
6. The Case Management & Treatment Team shall use clinical interventions such as motivational interviewing to assist the client in engaging and linking with integrated health services, as deemed clinically appropriate.
7. The Case Management & Treatment Team shall assist each client in obtaining supplemental income, health insurance and other federal, state, or local benefits for which he or she is eligible if client is willing.

8. The Case Management & Treatment Team has final accountability for assuring that all services identified in the treatment plan are offered to all clients, acknowledging that client's ultimately have self-determination in regards to whether or not they engage in offered services.
9. The Case Management & Treatment Team shall deliver or collaborate with other community agencies to provide for the delivery of all services identified in the Treatment Plan.
10. Case management services will "meet clients where they are" physically and figuratively. As a general rule, most case management services shall be provided in the field where clients conduct their lives – in the clients' home or in other community locations – allowing individuals to learn and practice skills in the actual environment where they will be using them, rather than in clinic or office settings.
11. The Case Management & Treatment Team, when appropriate and where in alignment with client treatment plan, shall link enrollees with education services (e.g. general education programs, technical/ trade schools) and develop action steps in the Treatment Plan related to educational opportunities that will contribute to successful workforce participation.
12. The Case Management & Treatment Team shall take a Housing First approach to housing.
13. The Case Management & Treatment team shall work with enrollees to identify and access other medical and dental services.
14. The Case Management & Treatment Team shall provide or link client with appropriate health promotion education.
15. If the Case Management & Treatment Team determines that an enrollee requires psychiatric inpatient care or other residential treatment, those services shall be provided through current agency processes. However, the Case Management & Treatment Team will provide continued contact with the enrollee and appropriate treatment staff.
16. Case Management & Treatment staff will attend all required meetings, seminars and other collaborative events scheduled by the SPV. SPV will provide advance notice of any scheduled sessions to the greatest extent possible.

F. Target Population: "Super Utilizers"

As described in the Evaluation Plan, the target population are adults who meet all of the following criteria (the "Super Utilizers" or "SU"):

1. Homeless at the time of referral: identified as transient (having no address or providing the address of a shelter);
2. Determined to be eligible based on the administered Housing Screen;
3. High utilizers of City criminal justice/jail services, indicated by at least eight (8) arrests over a period of three years;
4. High utilizers for purposes of this Project includes preventable, inappropriate, or recurring use of high cost County services such as:
 - a. Frequent arrests and/or jail days;
 - b. Frequent emergency department visits;
 - c. Frequent use of ambulance services;
 - d. Frequent use of Emergency Psychiatric Services;
 - e. Frequent medical hospitalization at Denver Health and Hospital;
 - f. Frequent use of Emergency Detoxification Services;
5. Require case management, primary medical care, behavioral health services, and/or dental services, and will likely need specialized substance abuse, mental health, and medical services; and
6. Likely have one or more of the following characteristics:
 - a. A history of poor adherence to medication regimens, and/or difficulties participating in structured activities to the extent that it impairs the ability to live independently without supportive services;
 - b. Be eligible for Medicaid and/or Supplemental Security Income ("SSI");
 - c. Be currently uninsured;
 - d. Have either no income or annual total income of less than \$15,000; and
 - e. Lack family or other support networks.
 - f. One or more disabilities.

II. Staffing Requirement

A. Projected Staff

Based on modified ACT principles and available funding resources, Provider will maintain a target staff to client ratio of 1 staff to every 10 clients and no less than one staff person to every 12 clients. Services will be delivered in a team based model in which team members are in close communication and clients may receive services from any team member depending on their preferences and needs. Exact staffing for each team will vary but should include personnel to address the following functions:

1. Team Leader: This role is a full time leader of the team and a practicing clinician on the team.
2. Psychiatrist/Psychiatric Nurse Practitioner: A psychiatrist or psychiatric nurse practitioner who works on a fulltime or part-time basis. The psychiatrist / psychiatric nurse practitioner provides clinical services to all modified ACT clients and works closely with the team leader and team members to monitor clients and direct relevant treatment.
3. Nurse: A part or full time nurse who will work to identify and collaborate with medical personnel for assessment and treatment as an active member of the treatment team.
4. Substance Use Treatment Provider A full time staff member with certified expertise in providing treatment for persons with substance use disorders.
5. Peer Specialist: A staff member who is or has been a recipient of mental health services for serious mental illness and/or other lived experience with the homelessness and/or criminal justice systems.
6. Case Managers with expertise as Housing Counselors, Vocational Specialists and/or Jail/Court Liaison.
7. Outcomes Specialist/Administrative Assistant: Non-clinical staff that provide support with organizing records, monitoring and reporting functions, and facilitating communication among the team members.

B. Notification

Provider shall notify the SPV of staffing changes and provide actual staffing numbers and costs at year end.

III. Data Reporting

A. The Data Dashboard.

1. As identified in the Evaluation Plan, data dashboard reports will be completed for all enrolled clients by the Case Management & Treatment team and submitted to the Evaluator via Secure File Transfer Protocol (SFTP) on the 15th and 30th of each month.
2. Provider is responsible for training staff on completing and submitting the data dashboard. Provider shall enter all relevant and required client data into the data dashboard.

B. Medicaid billing

At least twice annually, Provider will analyze and report to the Project Manager the amount of services provided to Project participants that has been successfully billed to Medicaid and reimbursed to Provider. The Project Manager will audit and submit to the Operating Committee for review.

C. Housing Subsidy

Quarterly, Provider will analyze and report to the Project Manager the total amount of SIB funding that has been allocated to participant housing subsidies. The Project Manager will audit and submit to the Operating Committee for review.

IV. Medicaid Billing and Housing Subsidy

A. Medicaid Reimbursement

As set forth in the Provider Budget (attached as Exhibit B to this Agreement), Provider expects that its Services will be funded in part through Medicaid reimbursements. Provider is solely responsible for submitting the information necessary to procure Medicaid payments required to fund its Services and for administering the funds it receives through Medicaid. In the event that Provider does not receive the amount of Medicaid reimbursements identified in the Provider budget through no fault of Provider, (i.e. due to a change in allowable reimbursements under Medicaid), Provider shall notify the Governance Committee. The Governance Committee shall explore alternate funding or program modifications to accommodate such loss in funding. Upon reasonable request, Provider shall provide information to the City and SPV regarding all payments received from Medicaid to offset costs incurred by Provider for providing the Services required by this Agreement. Unless otherwise approved by the Governance Committee with Lender Consent, SPV is not responsible for disbursing proceeds from the SPV Operating Account to cover any shortfalls in the Provider Budget resulting from a loss of Medicaid funding.

B. Medicaid Billing- Mitigating Risks

1. In order to mitigate the risk of not realizing estimated billing percentages, the SPV will provide extensive technical assistance to Providers to maximize Medicaid billing. This includes:
 - a. Provider capacity building to appropriately budget, track, & bill for Medicaid eligible service expenses, which includes overseeing time & costs studies

- b. Consulting with the state and COA to request an “add-on” billing rate for Project participants. This can be approved as part of the annual state budget request process and would allow providers to access an enhanced rate for Services provided. The state often allows these ‘add-on’ rates to allow for pilot initiatives to test new service models for various Medicaid populations or to address a specific problem.
- 2. To further mitigate the risk of not realizing estimated billing percentages, Provider will:
 - a. Participate in meetings with COA and share requested information regarding current billing structure and Medicaid eligible services provided, which may result in requesting additional funding from the state to serve Project participants.

C. SIB Housing Subsidy Assumptions

- 1. The Project Budget includes assumptions that participants will need the subsidy for the total number of months that they are enrolled, and that they will be making rental payments equivalent to 30% of their monthly income (budgeted based on average SSI benefit income).
- 2. In the interest of participants obtaining and maintaining permanent housing, it is beneficial for Provider to work with participants to increase their income, as well as to connect participants with an ongoing housing subsidy beyond the term of the 5-year PFS Contract.

V. Operating Committee and Governance Committee.

- (a) Provider shall cause the Team Leader or a qualified designee to attend, in person or by phone, any Operational Meetings (as that term is defined in the Social Impact Bond Contract) and to deliver all data and program metrics to the Project Manager as required under the Social Impact Bond Contract, including all required Service Provider Reports.
- (b) Provider shall cause the Team Leader to attend, in person or by phone, any Governance Committee Meetings (as that term is defined in the Social Impact Bond Contract) if requested by the City or the Project Manager (at the direction of the SPV) at least three business days prior to the meeting, provided that notice may be provided on one business day’s notice if an urgent matter is on the agenda.

Exhibit E: Minimum Balance for Housing to Health Social Impact Fund

Housing to Health Social Impact Fund Minimum Account Balance (calculated as 100% max payment earned each year)								
City Fiscal Year	2020	2021	2022	2023	2024	2025	2026	TOTAL
For Housing Stability	\$ 227,538	\$ 712,248	\$ 793,738	\$ 793,738	\$ 793,738	\$ 793,738	\$ 793,738	\$ 4,908,477
For Jail Days Reduction	\$ 372,857	\$ 372,857	\$ 372,857	\$ 372,857	\$ 372,857	\$ 372,857	\$ 372,857	\$ 2,610,000
Annual Transfer	\$ 600,395	\$ 1,085,105	\$ 1,166,595	\$ 1,166,595	\$ 1,166,595	\$ 1,166,595	\$ 1,166,595	
TOTAL Fund Balance	\$ 600,395	\$ 1,685,500	\$ 2,852,095	\$ 4,018,691	\$ 5,185,286	\$ 6,351,881	\$ 7,518,477	\$ 7,518,477

Exhibit F: Operating and Governance Committee Members

Initial Operating Committee Members:

- Denver Department of Finance
- Denver Human Services, Division of Behavioral Health
- The Urban Institute
- Colorado Coalition for the Homeless
- Mental Health Center of Denver
- Housing to Health PFS Special Purpose Vehicle (SPV)

Governance Committee Members:

- Chief Financial Officer for the City of Denver
- The Urban Institute
- Colorado Coalition for the Homeless
- Mental Health Center of Denver
- Housing to Health PFS Special Purpose Vehicle (SPV)
- Investors

Exhibit G: Unit Lease-Up Schedule

Quarter	Month	CCH	MHCD	Total Monthly Placements	Cumulative
1	1-Apr-20			0	0
	1-May-20			0	0
	1-Jun-20	2	3	5	5
2	1-Jul-20	4	3	7	12
	1-Aug-20	6	3	9	21
	1-Sep-20	6	3	9	30
3	1-Oct-20	6	3	9	39
	1-Nov-20	6	3	9	48
	1-Dec-20	6	3	9	57
4	1-Jan-21	6	3	9	66
	1-Feb-21	6	1	7	73
	1-Mar-21	6		6	79
5	1-Apr-21	6		6	85
	1-May-21	6		6	91
	1-Jun-21	6		6	97
6	1-Jul-21	6		6	103
	1-Aug-21	6		6	109
	1-Sep-21	6		6	115
7	1-Oct-21	6		6	121
	1-Nov-21	4		4	125
	1-Dec-21			0	125
8	1-Jan-22			0	125
	1-Feb-22			0	125
	1-Mar-22			0	125
9	1-Apr-22			0	125
	1-May-22			0	125
	1-Jun-22			0	125
10	1-Jul-22			0	125
	1-Aug-22			0	125
	1-Sep-22			0	125
11	1-Oct-22			0	125
	1-Nov-22			0	125
	1-Dec-22			0	125

12	1-Jan-23			0	125
	1-Feb-23			0	125
	1-Mar-23			0	125
13	1-Apr-23			0	125
	1-May-23			0	125
	1-Jun-23			0	125
14	1-Jul-23			0	125
	1-Aug-23			0	125
	1-Sep-23			0	125
15	1-Oct-23			0	125
	1-Nov-23			0	125
	1-Dec-23			0	125
16	1-Jan-24			0	125
	1-Feb-24			0	125
	1-Mar-24			0	125
17	1-Apr-24			0	125
	1-May-24			0	125
	1-Jun-24			0	125
18	1-Jul-24			0	125
	1-Aug-24			0	125
	1-Sep-24			0	125
19	1-Oct-24			0	125
	1-Nov-24			0	125
	1-Dec-24			0	125
20	1-Jan-25			0	125
	1-Feb-25			0	125
	1-Mar-25			0	125
21	1-Apr-25			0	125
	1-May-25			0	125
	1-Jun-25			0	125
22	1-Jul-25			0	125
	1-Aug-25			0	125
	1-Sep-25			0	125
23	1-Oct-25			0	125
	1-Nov-25			0	125
	1-Dec-25			0	125
24	1-Jan-26			0	125
	1-Feb-26			0	125
	1-Mar-26			0	125

25	1-Apr-26			0	125
	1-May-26			0	125
	1-Jun-26			0	125
26	1-Jul-26			0	125
	1-Aug-26			0	125
	1-Sep-26			0	125
27	1-Oct-26			0	125
	1-Nov-26			0	125
	1-Dec-26			0	125
28	1-Jan-27			0	125
	1-Feb-27			0	125
	1-Mar-27			0	125
	Wind Up				
	Total	100	25	125	125

Intermediary's Qualifications

1) What is the intermediary's mission and goals?

In December 2015, Corporation for Supportive Housing (CSH) and Enterprise Community Partners (Enterprise) entered into a limited liability company operating agreement to create Denver PFS, LLC (Denver PFS). Denver PFS, a joint partnership between CSH and Enterprise, was created with the sole purpose of functioning as the intermediary/special purpose vehicle for the Denver Supportive Housing Social Impact Bond (SIB) Initiative. Denver PFS exists to oversee the successful implementation of the Denver SIB through the following activities:

- Procuring qualified service providers to deliver housing and support services to homeless, frequent users of emergency services in Denver
- Entering into the Denver Pay for Success contract with the City of Denver
- Entering into the loan agreement with eight investor partners
- Through Enterprise, overseeing the fiscal services for the project
- Through CSH, providing project management to the initiative, including:
 - Staffing the operating committee
 - Staffing the governance committee
 - Managing all project agreements
 - Providing performance management and service provider technical assistance
 - Managing investor relations
 - Identifying housing subsidies and units for the project

If awarded the SIPPPRA grant, CSH and Enterprise intend to create a similar special purpose vehicle through which to provide comparable intermediary services to the SIPPPRA Denver Housing to Health Pay for Success project.

2) Describe experience and capacity for providing or facilitating the provision of the type of intervention proposed.

CSH and Enterprise have a history of joint innovation, through past efforts such as the New York Acquisition Fund and the New Generation Fund, and joint advocacy efforts for permanent supportive housing (PSH) resource creation and policies at the federal and local levels. In Denver, CSH and Enterprise have over three years of experience operating as a co-intermediary for a Pay for Success (PFS) project focused on PSH. In this role, CSH and Enterprise designed the intervention, procured experienced providers and oversee the day-to-day performance of the project. In addition to leveraging lessons learned from their experience partnering in this capacity, each organization will bring significant, nationally recognized expertise to the Denver Housing to Health project in the fields of affordable housing and PSH. An overview of each organization's experience and capacity to deliver similar interventions is detailed below.

CSH

CSH is the only national intermediary exclusively focused on preventing and ending homelessness through the development of high-quality PSH. As an intermediary and technical assistance (TA) provider, CSH has 28 years of experience promoting the development of best practices in PSH, testing new models through rigorous evaluation,

discovering new innovations, and sharing evidence-based practices with practitioners and policymakers. CSH has unparalleled knowledge of the evidence base for PSH and adaptations of the model for a range of homeless and at-risk populations. CSH has extensively researched best practices in PSH development and operations, profiled PSH projects, and conducted in-depth interviews with tenants and providers. CSH has translated that learning into 16 toolkits, including over 400 distinct tools and model documents, focused on PSH best practices. CSH developed the Dimensions of Quality Supportive Housing (DOQ) guide, which provides quality standards for PSH operations and services, and assessment tools for providers. The DOQ has established a national framework for building the capacity of the supportive and affordable housing industries to create and operate high-quality, effective and sustainable housing units. CSH initially created the DOQ in 2008 but revamped them in 2014 to have greater applicability to different PSH models (e.g., scattered site) targeting new populations (e.g., individuals exiting the criminal justice system, youth and families). In addition to setting the national standard for quality supportive housing, CSH now certifies PSH projects that meet these standards. Quality Supportive Housing certification includes a comprehensive evaluation process that incorporates a self-assessment, TA, an application process, document review, a site visit and focus groups with stakeholders to examine all project components of PSH across the five dimensions of quality.

CSH serves as both a catalyst, bringing together people, skills and resources, and as a thought leader, designing new programs and policies, creating demonstration models and educating the public, private and nonprofit sectors. Drawing on nearly 30 years of on-the-ground experience in over 26 locations nationally, and on its involvement in numerous national demonstration pilots and evaluations, CSH trains the industry on evidence-based practices and creates resources to allow groups in communities across the United States to learn about and employ these approaches. CSH routinely offers in-person and online training on Housing First, harm reduction, trauma-informed care, critical time intervention and PSH models tailored to the unique needs of families, youth, frequent users of jail and health services and other homeless subpopulations. CSH is the leading advocate for and investor in PSH. CSH trains providers on PSH operations with a focus on latest practices and nationwide, cutting-edge techniques, allowing the industry to keep moving forward. Similarly, CSH invests in innovative projects and has low default rates on loans, as a result of the intensive PSH-specific TA it provides to its borrowers.

CSH also has a long, successful track record of managing and overseeing PSH initiatives. CSH has significant experience engaging multiple partners in a collaborative process for program design, goal-setting, implementation, outcomes management and evaluation for projects of comparable scale to the proposed PFS project. CSH has assembled and coordinated teams of PSH providers to achieve set goals for service and housing delivery and outcome achievement. CSH combines training, TA and coordination to guide providers in achieving strong impact. CSH selects nonprofits with solid track records of developing and operating PSH. Below are a few examples of comparable multiyear initiatives.

- **Social Innovation Fund (SIF).** In 2011, CSH secured a five-year grant from the Corporation for National and Community Services (CNCS) to pilot innovative models that integrate health services into PSH and use data-driven techniques to target homeless, frequent users of the hospital, shelter and other public systems at four sites nationally. The goals of SIF were to improve health and housing outcomes for the participants and to demonstrate that PSH reduces public health expenditures, particularly among high-cost individuals experiencing homelessness. The project served 549 frequent users of shelter and crisis health care systems. Annually, CSH made subgrant commitments to four groups to implement these innovative PSH models. CSH staff worked to coordinate teams involved in the projects and provided extensive training and TA and partnered with New York University (NYU) to implement a robust, multisite evaluation.
- **Replicating the Frequent Users System Engagement (FUSE).** CSH has made significant progress replicating FUSE, which addresses the needs of high users of

public systems, including the criminal justice system, the health system and shelters. Nearly 40 communities are currently implementing FUSE projects across the county. In particular, CSH is working with six new communities to implement FUSE initiatives for justice-involved populations (Boston, MA; Portland, OR; Chattanooga, TN; Philadelphia, PA; Indianapolis, IN, and Tucson, AZ). CSH is also working with six communities on FUSE initiatives specifically focused on high users of the health system (Bend, OR; Chicago, IL; St. Louis, MO; and three communities in Montana).

- **Taking Health Care Home (THCH).** THCH was a national CSH initiative to establish a housing-based safety net for low-income people with chronic illnesses. CSH provided intensive training, one-on-one TA, grants and loans to establish PSH projects that offered access to comprehensive health services in eight states. A large emphasis of THCH was CSH's engagement of public agencies at each site to promote systems change and greater interagency coordination for funding PSH. Over six years, THCH led to public funding commitments for nearly 8,000 new PSH units, more PSH targeted to people experiencing chronic homelessness, and increased use of Medicaid and other mainstream funding for PSH projects.
- **NYC FUSE.** In 2005, CSH examined homeless shelter and jail data in New York City and identified a cohort of roughly 1,000 individuals who repeatedly cycled between both systems (four shelter stays + four jail stays in the past five years). CSH successfully brought together New York City government agencies and PSH providers to design an enhanced PSH model (PSH + intensive services for first six month after housing placement) and designed protocols for jail in-reach. The goal was to show that PSH could end the cycling between jail and shelter, and result in housing stability, reduced recidivism and lower costs to public systems. The pilot succeeded on all three points. CSH managed a group of nine PSH providers who were tasked with housing and serving 200 frequent users of shelter and jail. CSH also oversaw the evaluations of the pilot, which yielded strong results.

Enterprise

Enterprise is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable. Enterprise brings together the nationwide know-how, partners, policy leadership and investments to multiply the impact of local affordable housing development. Over more than 35 years, Enterprise has created 585,000 homes, invested \$43.6 billion and touched millions of lives. Central to the mission is Enterprise's fundamental commitment to give people living in poverty an opportunity to move up and out. Enterprise believes that these opportunities are best provided in communities with a diverse mix of affordable and market housing options, access to jobs and social supports, and a strong commitment to the environment and civic participation. Additional qualifications include:

- In 2018, Enterprise launched its national Health Begins with Home Initiative aimed at improving health equity through upstream investment in housing. Over the next five years, Enterprise will invest over \$250 million in housing solutions that improve health and quality of life for low-income residents throughout the county.
- Enterprise began its work on PFS in 2010, when a local community development partner in Vermont approached it with a promising senior housing and services program. Since then, it has engaged in four projects, in varying stages of development from feasibility to execution. In 2014, Enterprise partnered in the development and closing of the Cuyahoga County Partnering for Family Success transaction, structuring the transaction and ownership of special purpose entity (signatory to all project contracts other than certain investor contracts) and as an unofficial legal coordinator for the group. Enterprise also served as fiscal agent and program manager during implementation of the project.

In the Denver market specifically, Enterprise puts ideas into action to create affordable, connected and healthy homes and communities. It has led programmatic innovations to end housing insecurity, such as the Strong, Prosperous, and Resilient Communities Challenge (SPARCC); West Denver Renaissance Collaborative; Affordable Fares; and Denver's Regional

Transit-Oriented Development (TOD) Fund. It has also worked with city leaders to create a \$150 million new affordable housing fund. Enterprise provides advisory and strategic support for state and local governments through its renter protection platform on housing and community development.

3) Provide information on whether the intermediary is already working with service providers that provide this intervention or an explanation of the capacity of the intermediary to begin working with service providers to provide the intervention.

Through CSH and Enterprise, Denver PFS currently holds contracts with the Colorado Coalition for the Homeless (CCH) and the Mental Health Center of Denver (MHCD) to deliver housing and services to 250 frequent users of emergency services in Denver through the Denver Social Impact Bond (SIB). Through the existing contracts reporting processes, meeting structures and relationships have been fully established. Over the last four years, CSH has convened these two providers and other stakeholders as part of the biweekly operations committee meetings. These meetings, facilitated by CSH, are focused on sharing relevant project information and problem solving, as required. Further, CSH and Enterprise provide ad hoc support to both organizations to support ongoing capacity-building needs. As these structures and relationships are already well established, they will continue seamlessly as this new project comes online.

An overview of each organization's capacity and experience is detailed below.

CSH

CSH has 28 years of cumulative experience offering quality capacity building and TA to service providers and other stakeholders across the county. CSH's training and technical assistance build the capacity of providers to develop and operate high-quality PSH. Training topics include: introduction to PSH, supportive housing development, operations, service planning, funding, systems change, housing first, property management, advocacy, assertive community treatment, veteran PSH, reentry PSH, youth PSH, PSH for families, building community support and harm reduction in PSH. CSH's standard curriculum is customized based on audience and local interests. Below are some examples of its signature training and TA initiatives:

- *CSH Supportive Housing Institute (the "Institute")*: The Institute is an interactive, guided project-planning forum for project managers, service providers and property management staff, designed to ensure high-quality PSH production and implementation and successful funding applications. In Los Angeles, for example, CSH is providing three Institutes, each for four to six provider/developer teams, between 2018 and 2019. Participation in the Institute improves the project-planning and development process by building strong teams and providing technical guidance to reduce the time it takes to obtain funding while ensuring strong outcomes for people who need PSH.
- *CSH Dimensions of Quality Supportive Housing*. CSH defines PSH in its foundational document, the Dimensions of Quality Supportive Housing (DOQ). The DOQ (www.csh.org/quality) outlines the best practices and base expectations of PSH. The DOQ has established a national framework to build the capacity of the supportive and affordable housing industries to create and operate high-quality, effective and sustainable housing units. The DOQ includes a baseline definition, tenant and project outcomes, and components that a quality PSH project comprises.
- In addition to setting the national standard for Quality Supportive Housing, CSH now *certifies supportive housing projects* that meet these standards. Quality Supportive Housing certification includes a comprehensive evaluation process that incorporates a self-assessment, technical assistance, an application process, document review, a site visit and focus groups with stakeholders to examine all project components of PSH across the dimensions of quality.
- In addition to quality certification, CSH has launched tools to support projects in

assessing their adherence to the dimensions of quality through an online self-assessment (www.csh.org/quiz/quality-supportive-housing-self-assessment) that is accompanied by tailored result reports and referrals to resources that will strengthen project components in each dimension of quality.

Enterprise

Financing: Enterprise's ongoing training series offers assistance in using traditional housing finance tools to build and preserve PSH units and offers an examination of the components and uniqueness of resyndicating permanent supportive housing properties. The freshly built module was designed to introduce new and existing project management, asset management and public agency housing finance staff to the elements of effectively preparing for and executing a PSH resyndication project. Additionally, Enterprise provides training and TA to operators who are renovating operating PSH projects.

Resiliency and Recovery Planning: Enterprise provides expertise to communities, owners and residents to help minimize impact and speed recovery in the event of a disaster. Its work extends to a variety of disasters and it helps communities plan for their specific needs so that critical affordable housing is not lost permanently and can return to operation as soon as possible.

Cost Reduction: Enterprise works to develop and scale innovative cost-reduction models, including PFS programs to increase production of much needed PSH units. Innovative building design, high efficiency systems and service funding plans have aided in the development of more than 50,000 additional units nationally.

4) Describe its experience working in a collaborative environment across government and nongovernmental entities to implement evidence-based programs.

CSH and Enterprise offer capital, expertise, information and innovation that allow their partners to use housing to achieve stability, strength and success for people most in need. As trusted intermediaries, CSH and Enterprise can bring multidisciplinary partners together to advise local partners and to structure and execute complex transactions. As conveners, they offer robust capacity building around data and evidence building at the community service provider level, and within and across government.

Through CSH and Enterprise, Denver PFS worked collaboratively across governmental and nongovernmental agencies to design and implement the Denver SIB Initiative for several years prior to the initiative's launch in 2016. This included working closely with the City of Denver as the end payer; procuring two qualified service providers; building and maintaining relationships with eight different investor partners from both private and philanthropic sectors; building strong partnerships with the Denver Police Department and Sheriff's Office; brokering partnerships with state and local housing authorities for housing subsidies in the project; and ensuring the varied stakeholders in the project received regular and relevant communications about the project based on their individual organizations' interest and needs.

In addition, both CSH and Enterprise have a strong track record of employing group facilitation and mediation skills designed to build a consensus among a diverse range of stakeholders. Both organizations regularly bring together groups of 30 or more stakeholders from differing perspectives and interests to agree upon joint goals and plans of action. This has included CSH's "charrette processes," through which it facilitates communitywide conversation on a variety of topics. CSH and Enterprise have helped communities to achieve the following: define system goals, metrics and milestones; establish system organizing principles to ensure continuous alignment throughout the change process; engage funders and providers to establish consensus for organizing principles and goals; and define joint investment and accountability strategies for all funders and stakeholders to drive rapid systems change.

CSH and Enterprise have learned that when they convene a wide range of stakeholders in a collaborative environment, their trainings and tools facilitate learning, the sharing of best practices, and relationship building among providers, developers, funders and a wide range of other governmental and nongovernmental agencies. On a broader systems level, in addition to tenant-centered quality services, property management and building construction, their goal is to build a practice of continued professional development and support.

5) Describe its previous experience collaborating with public or private entities to implement evidence-based programs.

CSH and Enterprise, through Denver PFS, currently oversee the implementation of the PSH intervention in the Denver SIB. This project uses a variety of evidence-based interventions including supportive housing and assertive community treatment (ACT). The project also uses proven approaches such as Housing First and harm reduction to ensure that identified individuals are able to access and sustain their housing. Denver PFS developed the scopes of work for the service providers in the project to include the evidence-based practices listed above. Denver PFS also worked with the providers to refine and finalize service and housing budgets for the project to ensure evidence-based practice standards could be met. As the intermediary for the Denver SIB, CSH and Enterprise, through Denver PFS, have provided a wide variety of quality-related TA and training to the project to ensure fidelity to evidence-based programs, including:

- Quality-focused trainings on housing and property management and the delivery of quality services
- Quality-focused TA to assist the providers in interpreting data from the evaluation team and refining or improving their current practices
- One-on-one TA to providers to review mid-project outcomes and conduct action planning for improving their current operations

Both CSH and Enterprise operate from a Housing First philosophy and use evidence-based practices, including their work to train and provide TA to communities in designing and implementing coordinated entry systems that connect homeless individuals and families to housing and mainstream programs. CSH and Enterprise have deep experience, nationally and locally, in reaching out to and facilitating dialogue among diverse groups of public and private entities, analyzing and collecting data, and evaluating programs. Staff assigned to this project will bring specific expertise around collaborating with public and private entities to deliver evidence-based programs.

Additionally, both CSH and Enterprise have significant experience collaborating to implement evidence-based programs, which is detailed below:

CSH

In the past five years, CSH has led the charge in the use of PFS as an innovative tool to scale PSH to address a range of community needs. All of these efforts have focused on the potential or actual implementation of PSH as an evidence-based intervention. CSH has worked in more than 20 jurisdictions to advance the PFS model, as detailed below:

- *TA Provider:* CSH was one of eight grantees in the inaugural competition held by the Corporation for National and Community Service (CNCS), focused on PFS. Through the CNCS PFS award, CSH has provided in-depth TA to 12 states and localities to determine the feasibility of a PFS effort focused on PSH for vulnerable populations. CSH also received a second SIF PFS grant in 2016 to work with an additional eight communities, with a focus on data integration and service provider capacity building.
- *Project Management:* CSH is the current project manager for the Denver PFS transaction and also provides project and fiscal management services for the PFS

transaction in Los Angeles.

- *Transaction Structuring/Intermediary*: CSH is the co-intermediary for the PFS transaction in the City of Denver and the PFS transaction in Los Angeles focused on scaling a jail in-reach project that connects frequently incarcerated, chronically homeless inmates to PSH upon release. CSH is also an advisor to the lead intermediary for the PFS project in Massachusetts, the Massachusetts Housing and Shelter Alliance, focused on homeless, frequent users of health services and shelter.
- *Investor*: CSH is an investor in the Massachusetts PFS transaction, and the Santa Clara County PFS transaction focused on persons experiencing chronic homelessness who are also high users of health care resources. In that role, CSH conducted due diligence related to the overall transaction, with a particular focus on the intervention.

Enterprise

Enterprise works nationally to increase access to housing through innovative housing models, financing and partnerships:

- Enterprise's Permanent Supportive Housing Preservation Initiative advances policy solutions and provides capacity-building support to the PSH development community in Los Angeles. The goal is to ensure that aging PSH assets and the nonprofit housing development organizations that operate them are stable and sustainable over the long-term horizon of ownership. This work has built the capacity of local government and development partners and has yielded more than 2,000 PSH units over seven years.
- Nationally, Enterprise has provided more than \$5 million in grant funding to build capacity, design services and hire staff for PSH projects since 2015. Additionally, Enterprise has provided direct technical assistance that has helped support the development and successful operation of 3,500 PSH units.

Additionally, Enterprise advocates for policy solutions and government funding to support the development, preservation and operation of PSH units. Working at the local, state and federal levels, Enterprise has worked to increase access to important financial tools, improved the land use environment, and identified dedicated streams of service funding for PSH.

6) Describe its ability to raise or provide funding to cover operating costs, as applicable.

As large, national organizations, both CSH and Enterprise have significant experience with fundraising and management. Given the structure of the project budget in the H2H initiative, neither organization expects to fundraise for project operations. However, CSH and Enterprise are highly respected organizations with strong, long histories of fiscal responsibility.

7) Describe its capacity and infrastructure to track outcomes and measure results, including its capacity to track and analyze program performance and assess program impact.

In the Denver SIB, through CSH and Enterprise, Denver PFS partners closely with the Urban Institute to review project performance and facilitate performance management activities. Project management staff reviews project dashboards monthly (more frequently in the first two years of the project) and data is discussed with all project stakeholders in regular operations meetings. In these meetings, partners use data to continuously refine and improve services delivered to participants. Additionally, as the intermediary, Denver PFS works with the project's financial model to compare actual performance outcomes with original projections. This information is used to communicate bi-annually with investors about the status of their projected returns. CSH and Enterprise plan to establish similar data processes through the H2H project.

CSH is an outcome-driven organization that measures its impact through a variety of vehicles. Its nationally recognized Measuring Success Program features a cascading goals approach, which ensures that strategic goals translate into actionable objectives and tasks. The process starts with the creation of a multiyear strategic plan (developed by staff, leadership and the board). Then, the local CSH director creates a detailed action plan for annual activities tied to the strategic plan. CSH then assesses its performance against these annual goals. Through its TEA database, it tracks CSH-assisted projects, lending activity and the number of PSH units added to the local pipeline. Through its semi-annual Systems Change Survey, it documents progress on local public policy reforms and funding changes. Through its Engagement Survey, it tracks CSH training, events and presentations. Using these tools, the local directors, senior management and the board review and monitor CSH's overall progress toward its goals.

CSH is also a national leader in the field of cross-systems data work and data-driven targeting strategies through its FUSE and SIF programs and its involvement in PFS, as well as the White House Data-Driven Justice Initiative. Through these initiatives, CSH works with communities to facilitate data sharing and to implement integrated data systems.

8) Describe its experience with performance-based awards or performance-based contracting and achieving milestones and targets; and an explanation of how the intermediary would monitor program success, including a description of the interim benchmarks and outcome measures.

Together, CSH and Enterprise have significant experience with performance-based contracts. In addition to being party to the first Pay for Success contract in Colorado with the Denver SIB, both organizations have participated in performance-based programs in communities throughout the country, and they bring deep expertise in project and performance management.

In the H2H project, the intermediary will continuously review program outcome data, working closely with the evaluator and the providers to make program adjustments as needed. Particular interim benchmarks and outcomes measures the intermediary will focus on include:

- During project ramp-up (lease-up):
 - Engagement rates—number of homeless persons found through outreach and engaged with project staff
 - Take-up rates—number of participants who agree to the program
 - Lease-ups—number of participants housed vs. number of planned leased-ups
- After full enrollment has been reached (at designated reporting periods):
 - Exits—number of persons exiting the program vs. number of planned exits; the reasons for exits
 - Re-entries to the program after initial exit
 - Jail bed days—number of days participants spend in jail
 - Medicaid utilization—Medicaid claims, types and instances of services rendered, costs
- Throughout the life of the project:
 - Investor returns vs. original projection

CSH and Enterprise, through the Denver SIB, have learned from experience that reviewing the indicators above as frequently as possible can help with overall project performance and the ability to make mid-project course corrections.

9) Describe any experience of the intermediary, if any, in raising private and philanthropic capital to fund social service investments.

Both CSH and Enterprise are extremely experienced in raising private and philanthropic capital

Both CSH and Enterprise are extremely experienced in raising private and philanthropic capital to fund social services investments. To start, both organizations are Community Development Financial Institutions (CDFI). CSH provides financial assistance to jumpstart PSH creation, and Enterprise provides financial tools for PSH and other affordable housing development. CSH and Enterprise understand PSH financing and how to help developers be successful, and therefore they fund early-stage costs and take greater risks than banks and other CDFIs. CSH infuses projects and initiatives that include PSH with funding that drives expansion and progress. Its financial support ensures a diverse set of PSH options and encourages the use of new financing models and architectural design. As of December 31, 2018, CSH had approved a total of 91 funding actions for a total of \$109.56 million in the 2018 fiscal year. Additionally, Enterprise invested \$8.2 billion in 467 cities throughout the country, creating 55,000 new affordable homes in 2018. CSH has invested in and supported the capital fundraising for PFS projects. CSH has invested in two PFS projects—the Massachusetts PFS transaction and the Santa Clara County PFS transaction. As investors, CSH and Enterprise have relationships with and experience working with other investors. Both organizations also conduct due diligence related to each intervention, as well as shared due diligence with partner investors. CSH and Enterprise will leverage these existing relationships with both national and regional investors interested in PFS to raise capital for this project.

CSH and Enterprise have a strong track record of raising and managing funds to capitalize their lending operations, including program-related investments (PRIs) and Community Reinvestment Act (CRA) loans. CSH's \$100 million loan fund includes borrowed and grant capital from 20 sources, including a range of public and private sources. Enterprise's \$1.91 billion loan fund and \$13.9 billion low-income housing tax credit investments provide valuable debt and equity products to make affordable housing development and preservation feasible. While bank investors benefit from CRA credit for making below-market rate loans to CSH and Enterprise, these investors also evaluate financial performance and overall financial health before making loans to either organization, and they require quarterly reporting on fund performance. Investors hold CSH and Enterprise to strict requirements for financial performance, and both organizations consistently meet these benchmarks. CSH and Enterprise report to most lenders quarterly, providing standard reports on their loan pipeline, commitments and disbursements, and organizational financials. CSH and Enterprise also supplement these materials with additional detailed reports, as required by many of their loan agreements. The best evidence of their strong financial performance and lending track record is the rate at which their loan fund investors make new investments and/or renew CRA loans/PRIs with both CSH and Enterprise. CSH has received 12 awards from the U.S. Department of the Treasury's CDFI Fund, because of its strong impact, demonstrated management capacity and financial performance.

CSH and Enterprise are good partners and excellent stewards of resources, as demonstrated by their exceptional ratings by such entities as AERIS, where they both have a AAA+2 rating, representing strong impact and financial strength. In 2013, CSH was selected as one of three winners of the New York Community Trust–New York Magazine Nonprofit Excellence Awards, a highly competitive award program that recognizes and encourages outstanding management practices among the nonprofit community. As a national nonprofit and CDFI, CSH's funding, expertise and advocacy have provided nearly \$1 billion in direct loans and grants for PSH across the country.

CSH has developed a diversified revenue model that has evolved over time. Currently there is a mix of about 25% of revenue from philanthropic sources, 45% of revenue earned through contracts with public and private agencies, and the balance earned through interest on lending and idle funds, loan fees and training fees. CSH has intentionally been growing unrestricted net assets through contract work, lending income and other techniques. CSH has increased its unrestricted net assets each year for the past three years by more than \$3 million. CSH is predicting an increase in contract revenue over the next period. Meanwhile, CSH is forecasting it will hold steady on the level of foundation/philanthropic support as that field weathers the market and the tax law changes.

Qualifications of Service Providers

Colorado Coalition for the Homeless

Incorporated in 1984, Colorado Coalition for the Homeless (CCH) is a 501(c)(3) nonprofit organization. The mission of CCH is to work collaboratively toward the prevention of homelessness and the creation of lasting solutions for homeless and at-risk families, children and individuals throughout Colorado. CCH advocates for and provides a continuum of housing and a variety of services to improve the health, well-being and stability of those it serves. Since its founding more than 35 years ago, the organization has earned state and national recognition for its integrated health care, housing and service programs. The comprehensive approach of CCH addresses the causes of homelessness, as well as its consequences, offering critical assistance to over 18,000 people each year.

For people experiencing homelessness, CCH delivers integrated health care services that address a wide variety of health care needs including medical, psychiatric, behavioral health (mental health and substance treatment), dental, vision, preventive and pharmaceutical care. A 1985 award from The Robert Wood Johnson Foundation initiated CCH delivery of health care services for people experiencing homelessness. In the late 1980s, with the advent of Public Health Service Act, Section 330(h) Health Care for the Homeless (HCH) funding, CCH became an HCH grantee. With the initiation of Federally Qualified Health Center status, CCH was so deemed. CCH delivered health care to more than 14,000 people experiencing or at risk of homelessness in 2018. Section 330 funding awarded to CCH in 2019 exceeds \$8.5 million.

Using a variety of funding sources, including the U.S. Department of Housing and Urban Development (HUD), state and local government support and charitable resources, CCH creates, provides and manages supportive housing for people who are experiencing or at risk of homelessness. CCH has developed and currently manages more than 1,800 housing units. Additionally, CCH administers 650 housing vouchers that enable people experiencing or at risk of homelessness to live in scattered sites throughout the community.

CCH has provided Assertive Community Treatment (ACT) services for more than 10 years. Currently, CCH maintains five ACT teams: four modified and one full fidelity. Combined, these teams annually deliver housing and full-fidelity or modified ACT services to over 500 homeless or formerly homeless people who live with serious mental illness (SMI) or co-occurring SMI and substance use disorder (SUD). Across the organization, CCH annually serves more than 2,000 homeless/formerly homeless people living with SMI or co-occurring SMI/SUD. ACT services delivered by CCH incorporate medical, as well as behavioral health, disciplines.

CCH ACT teams implement a model of integrated health care that provides holistic treatment. CCH ACT team efforts engage clients in their homes, on the street and in multiple other community settings to deliver needed primary, behavioral health and/or psychiatric care. For clients reluctant to address their health care issues, CCH ACT nurses and, when needed, CCH medical providers partner with ACT teams to meet clients “where they are”—an invaluable and highly effective engagement tool.

In recent years, CCH’s successful efforts to develop housing for people experiencing or at risk of homelessness have resulted in expanding the organization’s provision of health care services focused on residents of CCH-managed housing facilities.

CCH has been a primary partner in planning and implementing the Denver Social Impact Bond (SIB) program since planning began nearly five years ago. The Mental Health Center of Denver

(SIB) program since planning began nearly five years ago. The Mental Health Center of Denver (MHCD) is another primary partner. SIB is a five-year initiative aimed at measurably improving the lives of 250 people most in need by driving resources toward better, more effective programs. Social Impact Bonds are performance-based contracts whereby private and/or philanthropic investors loan funds to accomplish specific objectives, and repayment is based on fulfillment of predetermined performance objectives. In its original design, Denver's SIB used funds from lenders to provide housing and supportive case management services to at least 250 chronically homeless people who frequently use the city's emergency services, including police, jail, the courts and hospitals' emergency departments. By focusing on the provision of preventive services, Denver's SIB was designed to better serve these 'super users' while saving taxpayers millions of dollars each year. Taxpayer savings, validated by rigorous evaluation, were originally targeted to be used by the City of Denver to provide positive returns to investors. If no taxpayer savings were realized, the City would not repay the investors.

After two years of Denver SIB project implementation, the City of Denver had realized adequate taxpayer savings and adequate SIB project success to expand SIB capacity and facilitate project efficiency by contracting directly with CCH rather than engaging private investors. Consequently, CCH's SIB capacity was increased before completion of the original five-year project. In 2018, CCH went into direct contract with the City of Denver for increased SIB capacity and to serve more individuals experiencing homelessness.

CCH currently provides permanent supportive housing to 170 SIB clients and is in the process of enrolling an additional 75 clients. CCH SIB clients reside in apartment homes at CCH's newly constructed Renaissance at North Colorado Station property, at CCH's newly constructed Renaissance Downtown Lofts property, and in scattered-site apartment homes throughout Denver. MHCD provides supportive housing to an additional 80 SIB clients.

CCH provides the following services to SIB clients, as needed and desired:

- Subsidized, supportive housing using a Housing First approach
- Housing counseling services
- ACT services
- Integrated health services—medical, psychiatric, behavioral (group and one-on-one mental health and substance treatment), preventive, dental, vision and pharmaceutical
- Community psychiatric support
- Life skills training and classes
- Transportation assistance
- Benefits acquisition and maintenance
- Nursing assistance
- Legal referrals, assistance navigating the criminal justice system, and advocacy
- Referrals to and direct assistance with food resources
- Linkage to other community resources

The Urban Institute leads all SIB evaluation efforts and has published a research report, *From Homeless to Housed: Interim Lessons from the Denver Supportive Housing Social Impact Bond Initiative*. This report, which combines CCH and MHCD data, includes the following conclusion.

Over the past two and a half years, the SIB program has housed 285 individuals who experience chronic homelessness in the city of Denver. Eighty-five percent of those individuals remain housed today. These are promising housing stability results and provide strong evidence for the success of the program to date.

After one year in housing, 56 percent of participants had at least one jail stay. While still high, this is lower than what the literature points to for this vulnerable population, which frequently interacts with the criminal justice system. In

addition, the average number of days in jail is lower than that of the target population before their referral to the SIB program. We would count these early results on jail stays as promising. The analysis of the randomized controlled trial results—a forthcoming component of the Denver SIB evaluation—will allow us to draw more definitive conclusions about the impact of the PSH model on jail bed-days for this population.

The qualitative findings highlighted in this report emphasize the daily support that CCH and MHCD provide to program participants from the moment they are located on the street. Service providers work with participants to select a housing option that fits their preferences and needs. In addition, they provide individualized support to SIB participants and collaborate with police and medical providers in the community to help promote housing stability. Together, the service providers and other Denver SIB collaborators have helped foster a successful program in which SIB participants can reach and maintain housing stability.

CCH also has experience raising private and philanthropic capital to fund social service investments. CCH has a robust resource development operation, employing eight professionals whose work includes government grant development, private foundation grant development and individual giving. This function generated \$32 million (45%) of the organization's operating revenue from government grants in 2018 and \$4.2 million (5%) of operating revenue from philanthropy.

Qualifications of Service Providers

Mental Health Center of Denver

Mental Health Center of Denver (MHCD) is the community mental health authority for the city and county of Denver and is the Rocky Mountain region's largest provider of behavioral health services, serving over 20,000 persons last year. MHCD has over 20 years of experience helping thousands of persons with mental illness find and maintain stable living situations. MHCD employs an Assertive Community Treatment (ACT) model for its services, including co-occurring services. MHCD has had excellent outcome results using a Housing First model and will continue to employ this. The ACT case management team will not only locate the individuals randomized to Denver Housing to Health Pay for Success project (H2H), their intake into services will also be completed by this very ACT team. This will reinforce MHCD's trauma-informed principles by not asking those served to retell their story. ACT case managers will coordinate each participant's housing selection with the housing navigator. The case manager will assist each client with moving and furnishing their home and will provide services such as assistance with daily living skills on-site in individuals' homes. Additionally, the ACT case manager will concentrate on linking those served with medical services and assisting individuals in their follow-up needs. Having a consistent place to live helps immensely in the ability to obtain public benefits and insurance. The MHCD housing department will manage the 25 housing slots that MHCD will accept through H2H, including billing and Homeless Management Information System (HMIS) data entry. MHCD has been using HMIS to track consumers in two voucher-based programs and at least two grant programs since 2007. We have current staff members that are trained in HMIS use, and our most recent data quality results were 95% for all programs.

MHCD currently has enough subsidized housing vouchers to provide housing and services to an additional 25 people. MHCD will serve the H2H clients with co-occurring mental health, substance abuse and medical disorders using ACT, which is used extensively in the Ruth Goebel House and Denver's Road Home programs. This approach successfully integrates a full array of services and supports determined to be essential in meeting the treatment and recovery needs of this challenging population. Among the services provided through this approach are supportive housing, benefits acquisition, intensive case management, medication evaluation, medication monitoring, referral and coordination with primary care, therapeutic groups and substance abuse treatment. The following are descriptions of some of the evidence-based interventions that MHCD offers:

- **Assertive Community Treatment (ACT)**—This intervention will serve as the overarching methodology for the integrated system of care for consumers served by this project. Mental health policy experts call ACT the most well-defined, evaluated and influential treatment in the field of community mental health care. ACT was designed for people who experience the most severe symptoms of mental illness. These individuals typically have problems taking care of even their most basic needs and often experience homelessness, substance abuse and legal system involvement. ACT offers services customized to the consumer—addressing needs related to managing psychiatric symptoms, housing, finances, employment, medical care, substance abuse, family life and activities of daily living. ACT services are delivered by MHCD's multidisciplinary team of practitioners, including case managers, psychiatrists, nurses, a clinical supervisor and therapists.
- **Supportive housing**—A large body of research has found that supportive housing is

effective in achieving residential stability, improving mental health and recovery from substance abuse, and reducing the costs of homelessness to the community. To help individuals with serious mental illnesses and/or co-occurring substance use disorders who have been homeless, stable housing must be combined with flexible, supportive services. MHCD's permanent supportive housing project, Sanderson Apartments, opened in 2017.

- Integrated Dual Disorders Treatment (IDDT)—This evidence-based practice is embedded within MHCD's ACT programs and thus will be delivered to all participants with substance abuse disorders. MHCD's IDDT approach helps people recover by offering mental health and substance abuse services simultaneously, in one setting. The same team of clinicians provides a personalized treatment plan for both mental health and substance abuse problems. A wide variety of services are offered in a stage-wise fashion because some services are important early in treatment while others are important later on. The Substance Abuse and Mental Health Services Administration (SAMHSA) Blueprint for Change report concludes, "An integrated approach is superior to a parallel or a sequential approach to treatment for people who have co-occurring serious mental illnesses and substance use disorders. Integrated treatment reduces alcohol and drug use, homelessness, and the severity of mental health symptoms." Ultimately IDDT's purpose is to help people learn to manage both their mental illness and substance use issues so they can pursue meaningful life goals.
- Trauma Recovery and Empowerment Model (TREM) (Fallot, McHugo, & Harris, 2005, 2006) was designed to address issues of physical, sexual, and/or emotional abuse in a population of women with histories of trauma, and for whom trauma-informed treatment and recovery services have been unavailable or ineffective. TREM has significantly better outcomes on several trauma-related measures, including mental health symptoms, dissociation, sense of personal safety and ability to cope with trauma (Toussaint, VanDeMark, Bornemann, & Graeber (In press). M-TREM is a trauma model derived from TREM for men with a trauma spectrum disorder and can be applied to male U.S. veterans. H2H project participants who seek TREM or M-TREM services will also have available to them the wide range of wraparound services that are offered at MHCD, including clinical case management, psychiatric/medication management, supportive housing, benefits acquisition/management and referral to primary care.
- Access to medical care—Program participants will be linked to primary health care service in the community through existing resources that include Medicare, Medicaid and indigent providers including MHCD's Recovery Center.
- The additional persons served with expansion of this grant will have access to over 39 treatment groups per week, including dialectic behavioral therapy (DBT), relapse prevention, Come as You Are (sobriety not required), women's recovery, alcohol and drug education, TREM, M-TREM and LBGQplus TREM, to mention a few.

Across all of these interventions, MHCD's treatment methodology is the Motivational Interviewing/Stages of Change Model (Prochaska and DiClemente, 1992), which has been recognized as effective for homeless individuals with co-occurring disorders in the SAMHSA Blueprint for Change report. This model outlines predictable stages of change for people with substance use disorders from precontemplation to contemplation, determination, action, maintenance and relapse prevention. It includes a range of clinical strategies designed to enhance motivation for change, including counseling, assessment, multiple sessions and brief interventions.

MHCD has 30 years' experience raising private and philanthropic capital to fund social service investments. MHCD established a dedicated development department within the organization well before other behavioral health providers did so.

MHCD's annual fundraising event, Gifts of Hope, brings together hundreds of community members and civic leaders in support of the organization's overall mission, as well as specific projects. The event also provides a solid foundation of philanthropic and social investors dedicated to the core work of MHCD and its innovative initiatives.

MHCD's permanent supportive housing project, Sanderson Apartments, which opened in 2017, is an example of the organization's ability to bring social impact bond financing, enterprise community investing and private philanthropic capital together in a model solution to homelessness.

Independent evaluator qualifications

If the City and County of Denver's SIPBRA grant is awarded, the Urban Institute will serve as the independent evaluator. The Urban Institute's professional staff of roughly 290 includes 210 researchers and analysts trained in economics, statistics, public policy and administration, political science, urban planning, business administration, education, sociology, law and other fields. The Urban Institute has been the independent evaluator for the City of Denver's Supportive Housing Social Impact Bond Initiative (SIB) since 2015.

Qualifications of the individuals designing and overseeing the evaluation and ensuring its quality, including their education or training and type and years of experience.

The project team for the proposed SIPBRA outcome's cost analysis will be led by co-principal investigators Mary Cunningham (co-principal investigator of the Denver SIB) and Sarah Gillespie (project director of the Denver SIB). Senior research advisors and quality technical reviewers will include Victoria Lynch (senior research associate in the Urban Institute's Health Policy Center), Mike Pergamit, Ph.D. (co-principal investigator of the Denver SIB), and Devlin Hanson, Ph.D. (impact analysis lead of the Denver SIB). The proposed team has managed the Denver SIB evaluation since its design in 2015 and is closely connected to all local partners and data sources. Brief biographies of each member of the evaluation team follow:

Sarah Gillespie, MPA. Ms. Gillespie is a research director in the Metropolitan Housing and Communities Policy Center at the Urban Institute. Her research focuses on housing and homelessness, place-based initiatives and performance measurement. She is project director for a five-site experimental evaluation of supportive housing for families involved in the child welfare system, and an experimental evaluation of a supportive housing pay-for-success (PFS) initiative for frequent users of the criminal justice system in Denver. She also leads technical assistance efforts on data collection and performance measurement for federal Promise Neighborhood place-based grantees, as well as Feeding America's Collaborating for Clients collective impact pilot sites.

Before joining Urban, Ms. Gillespie was a program manager at the U.S. Department of Housing and Urban Development (HUD), where she developed and managed public-private partnerships to support departmental priorities.

Mary Cunningham, MPP. Ms. Cunningham is vice president for metropolitan housing and communities policy at the Urban Institute, where her research focuses on homelessness, housing, concentrated poverty and efforts to improve family self-sufficiency and overall well-being among low-income families. She has expertise in several HUD homelessness and assisted housing programs, including permanent supportive housing, transitional housing, emergency shelter, Housing Choice Vouchers, Family Self-Sufficiency, HOPE VI and the Moving to Opportunity demonstration. She directs studies examining the impact of housing vouchers on child welfare involvement, the impact of supportive housing on high-need families in the child welfare system, and a homelessness prevention program for at-risk veterans.

From 2005 to 2008, Ms. Cunningham launched and directed the Homeless Research Institute, the research and education arm of the National Alliance to End Homelessness. She also co-chaired a research council on homelessness comprising nationally recognized academics and policy researchers. She also authored numerous reports, including *A Research Agenda for Ending Homelessness* and *Homelessness Counts*.

Victoria Lynch, M.S. Ms. Lynch is a senior research associate in the Health Policy Center at the Urban Institute. She is a survey methodologist with in-depth understanding of public policy on Medicaid, the Children's Health Insurance Program (CHIP) and other health insurance. Since she

joined the Urban Institute in 2009, much of her analytical focus has involved building eligibility simulation models for Medicaid and CHIP, including models for adults and children under current U.S. law, a model for children under the Affordable Care Act, and two models for all ages in Puerto Rico in 2011—including one under hypothetical statehood. In addition to publishing results from analyses based on these models, Ms. Lynch presents on the results and techniques of using survey data to study health insurance policy. Her current research also includes evaluating the validity of survey-based measures for patient-centered medical homes (PCMHs) for children and development of a more robust PCMH measure.

Before joining the Urban Institute, Ms. Lynch worked as a consultant to the U.S. Census Bureau on projects to integrate data from multiple administrative and survey sources. She was also a political appointee, working in the White House and at the U.S. Department of Labor.

Mike Pergamit, Ph.D. Mr. Pergamit, a senior fellow in the Center on Labor, Human Services, and Population at the Urban Institute, is a labor economist whose research is focused on vulnerable youth. Mr. Pergamit also works on issues of integrating and accessing public benefits and services. He currently co-directs an evaluation of two programs providing housing and services to families involved in the child welfare system, as well as a study of multiple benefit use by low-income families.

Before joining the Urban Institute, Mr. Pergamit spent 10 years at the National Opinion Research Center and 13 years at the U.S. Bureau of Labor Statistics (BLS). For 10 years he was the director of the National Longitudinal Surveys at the BLS. He has a Ph.D. from the University of Chicago.

Devlin Hanson, Ph.D. Ms. Hanson is a senior research associate in the Center on Labor, Human Services, and Population at the Urban Institute. She is a labor economist, specializing in rigorous impact evaluations, whose research focuses on housing, child welfare and veterans. She leads the impact study of the Denver Supportive Housing Social Impact Bond, a randomized controlled trial (RCT) evaluation of supportive housing for people who are homeless and cycle in and out of the criminal justice system. She also leads impact evaluations of two multisite RCTs: one on supportive housing for homeless families involved in child welfare, and one on a high school internship program. Ms. Hanson is currently working on an evaluation of the Homeless Veterans' Reintegration Program and previously led an implementation and feasibility study of an evaluation of the United Services Military Apprenticeship Program.

Hanson also has experience as an evaluator in pay for success. In addition to her work on the SIB PFS project, she is designing two rigorous PFS evaluations and providing technical assistance on impact evaluations of supportive housing programs in the PFS context.

Experience working with the datasets the project expects to use.

As the independent evaluator for SIB, the Urban Institute currently has strong relationships, including active memorandums of understanding and ongoing data sharing, with all local agencies from which it would collect data for the cost analysis:

- Colorado Coalition for the Homeless and Mental Health Center of Denver: service provision
- Denver Health and Hospital Authority: jail-based health care services
- Denver Police Department: police contacts, arrests and bookings
- Denver Sheriff Department: jail stays
- Colorado Access: Medicaid claims
- City and County of Denver: other city and county services and budgets

Prior work in conducting implementation and causal impact analyses and how their past methodologies and evaluation design experience will be used in the proposed project.

The Urban Institute has experience with pay-for-success projects and evaluations and understands the challenges inherent to each stage of a PFS project and how the PFS mechanism can both facilitate and impede various project goals. The Urban Institute's work on the SIB began during the initiative's structuring phase, in which it led the development of a robust research design with key SIB partners. ~~e.g.~~ it conducted an analysis of the target population and

research design, key SIB partners, e.g., it conducted an analysis of the target population and a simulation of the referral process; navigated challenges such as ensuring independence and objectivity; worked with an independent validator; and built buy-in for a rigorous evaluation. Throughout this process, the Urban Institute built a robust knowledge base of PFS evaluations. In the first year of implementation, the Urban Institute led such tasks as project monitoring and development of an implementation data dashboard, interviews with key partners to understand challenges and successes, and real-time course corrections to ensure the strongest possible project and evaluation. This experience ensures that the Urban Institute has a deep understanding of many of the tasks and challenges SIPBRA grantees will be facing, as well as a deep knowledge of the unique considerations the local evaluation partner will be balancing as it seeks to conduct a rigorous evaluation within the context of a PFS project.

The Urban Institute is currently conducting a five-year randomized controlled trial evaluation and implementation study to determine whether and how the program achieves the outcome targets that trigger payments to the PFS investors. Over the last three years, the Denver SIB RCT evaluation has maintained a 70% or above take-up rate, with a current sample size of over 800 participants. Throughout this project, the Urban Institute team has regularly accessed and analyzed all implementation and administrative data required for the proposed cost analysis. The random assignment processes, outcome measures and statistical analyses have been routinely reviewed by external validators at the University of Pennsylvania (Dennis Culhane), who have consistently reported they adhere to the established research design and quality research standards.

Since 2016, the Urban Institute has conducted the Denver SIB evaluation using the same methodologies proposed for the SIPBRA evaluation, including an evaluation of health service utilization. The proposed evaluation design is an expansion and adaptation of the Denver SIB evaluation design (Cunningham et al., 2016). As presented in the latest evaluation report (Cunningham et al., 2018), the Denver SIB has produced highly promising evidence so far. Almost three years in, the evaluation has found that participants have high rates of housing stability and less time in jail than predicted. Overall, 285 people have been leased up through the Denver SIB program, usually within six months of being referred to service providers. Most participants, 85%, never exit housing once they sign their lease. These are promising results for housing stability, and they indicate strong interim outcomes for the program. After one year in housing, 44% of housed participants had not returned to jail. Although housed participants are still spending some time in jail, averaging 34 days, this is significantly lower than the predicted number of jail stays for this target population in the absence of housing, which is 77 days. The evaluation will release interim findings on the impact on jail stays in 2019 and the three-year impact on jail stays in 2021.

Experience dealing with unforeseen data or implementation issues in other program evaluations. Provide specific examples and experiences dealing with unforeseen data or implementation issues.

Over the first three years of the Denver SIB, the Urban Institute has been a critical partner on both the Operations and Governance committees, navigating implementation and evaluation issues in collaboration with the City and County of Denver, the PFS intermediary, service providers and investors.

Example: Service providers for the Denver SIB experienced early challenges to locating individuals referred to the supportive housing program. To support outreach efforts, the Urban Institute used GIS mapping software to map each police contact for referred individuals and create a geographic picture of where individuals were most frequently located.

Example: The initial eligibility list did not generate enough referrals to meet the enrollment timeline over the course of the five-year project. To deal with this issue, the Urban Institute worked with the Denver Police Department to update the eligibility list every six months, nearly doubling the pool of eligible individuals over the first three years of the evaluation.

Example: Over the first year of implementation, program data showed that all planned exits from the Denver SIB were from participant deaths, raising concerns among project partners. The Urban Institute negotiated a data sharing agreement with the Colorado Center for Health and Environmental Data to collect individual-level vital statistics on the full eligibility list and show that death rates among SIB participants were comparable to or lower than rates for their peers on

the full eligibility list.

Cunningham, M., Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O'Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

Applicant's Federal Awardee Performance

1) Applicant's financial stability

The City and County of Denver (the "City") maintains a total operating budget of \$2.45 billion for all appropriated funds for 2019. Denver's City Charter requires a balanced budget and that 2% of operating funds and 4% of the capital improvement budget be set aside for contingency purposes each year. In addition to operating and capital contingency funds, City policy requires 15% of all operating expenditures be maintained as reserves. These reserves are available during times of economic distress and require a plan to reduce expenditures to bring the budget into balance.

The City and County of Denver is acknowledged by the three major rating agencies (S&P, Moody's, Fitch) for strong financial policies and practices as well as strong management. The City is rated in the highest credit rating category (AAA/Aaa/AAA) by all three agencies as a result of strong budgetary performance and very strong budgetary flexibility, very strong liquidity and a very strong local economy. Denver's population has seen several years of steady increases, and its residents have a projected per capita effective buying income of 124% of the national level, a low 2.8% unemployment rate, and a diverse economy to sustain continued growth.

2) Quality of management systems and ability to meet the management standards in the Uniform Guidance

The City adheres to the requirements outlined in federal uniform guidance. Grant revenues and expenditures are established, tracked and reported within and from an enterprise resource planning system that features robust functionality for budget management, accounts payable, procurement, report generation and position management.

In addition to complying with federal uniform guidance, the City maintains a set of fiscal rules that assist City personnel in conducting financial activities and in making fiscal decisions. The rules cover a comprehensive set of financial activities, including internal controls, cash management, assets, liabilities, revenue, expenditures, procurement, reporting, employee conduct and, of course, grants.

The City develops an annual strategic plan around grants, and policies and procedures are developed within the Department of Finance with consultation from the Grants Policy Advisory Committee, a governing body of City personnel that meets monthly.

The City's financial status is audited by an independent third-party annually, and the most current copy of our Single Audit Report is available for review on a City website accessible to the public:

<https://www.denvergov.org/content/denvergov/en/denver-department-of-finance/financial-reports/single-audit-report.html>

3) Record in managing awards, cooperative agreements, procurement awards, timeliness of compliance with applicable reporting requirements of other federal awards

As of late April 2019, the City maintains 395 active grant awards and approximately \$234 million in grant funding derived from federal sources. The City has a long history of receiving a

million in grant funding derived from federal sources. The City has a long history of receiving a variety of grant funds and delivering innovative and effective programs in a diverse set of programmatic areas. City personnel prioritize compliance with all applicable reporting requirements to conform with federal statutes as well as to advance the City's own goals around performance management, known in Denver as Peak Performance.

4) Extent to which any previously awarded amounts were expended before future awards

The City has proved itself a responsible steward of federal grant dollars. City personnel are directed to draw down grant funds in a timely manner and to close grants within 90 days of the end of the performance period. This prudent fiscal and programmatic management is seen in the large number of competitive, recurring grant awards that Denver has earned year after year in different functional areas, e.g., the Continuum of Care grant program through the U.S. Department of Housing and Urban Development and the Ryan White HIV Emergency Relief Program through the U.S. Department of Health and Human Services. For any awards received in consecutive fiscal periods, the City has internal controls, policies and rules to ensure that service provision is continued seamlessly and that all funds are assigned to the correct time period.

5) Reports and findings from audits or monitoring reports (issues on noncompliance or questioned costs)

As mandated by the Single Audit Act of 1984 and subsequent amendments, each year the City conducts an audit of the use of federal award funds. This audit is conducted by an independent auditor. Its main objectives are to ensure a fair presentation of the basic financial statements and the schedule of expenditures of federal awards, and to audit the City's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards expended during the fiscal year. The annual Single Audit Reports are made publicly available online at:

<https://www.denvergov.org/content/denvergov/en/denver-department-of-finance/financial-reports/single-audit-report.html>

In the event that the audit identifies any findings or questioned costs, the City issues a Corrective Action Plan (CAP) in conjunction with the Comprehensive Annual Financial Report (CAFR). The CAP addresses each audit finding in the current-year auditor's report and provides a summary of the implementation status of prior-year audit findings.

Over the last decade, the City has made significant improvements in grant management and implementation, and the City's efforts have resulted in a steady decline in the annual audit findings each year. For example, the number of audit findings in 2017, the most recent year with a complete Single Audit Report, represents a 76% drop in the number of audit findings since 2007.

The City actively implements the corrective measures identified in the CAP. For example, a review of the 2017 CAP reveals that 57% of the corrective actions identified in the 2016 Single Audit Report had been completed, with the remaining items in progress. Similarly, the 2016 CAP reports that 71% of the corrective actions identified in the 2015 Single Audit Report had been completed, with the remaining items either partially implemented or in progress. The 2015 CAP reports that 67% of the corrective actions identified in the 2014 Single Audit Report were complete, while the remaining were partially implemented.

6) Ability to effectively implement statutory, regulatory or other requirements imposed on recipients.

As a grantee for numerous federal grant awards, the City complies with uniform administrative requirements, cost principles and audit requirements in CFR Part 200. In addition, the City complies with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations law restriction, appropriate City personnel are directed to confer with their federal grantor for guidance and should not proceed without the express written approval of said grantor.

In addition, the City undertakes a single audit in conformance with the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits. The results of this single audit, including a schedule of expenditures of federal awards and the independent auditor's reports on the City's internal controls and compliance with legal requirements—with special emphasis on internal controls and legal requirements involving the administration of federal awards—are available in the City's separately issued Single Audit Report.

7) In addition, to the extent the applicant intends to use investors and has not already identified and received commitments from them, the application should discuss the experience of the State or local government, intermediary, if any, or service provider in raising private and philanthropic capital to fund social service investments.

The City launched a Social Impact Bond Pay for Success program in 2016, for which it solicited and received \$8.6 million from eight private investors to fund program services. For the currently proposed SIPPPRA program, the City is working with the same program development and implementation partners to help establish new program parameters and outcomes. Several of the City's original investors as well as new investors have committed to funding the new Pay for Success (PFS) program, indicating a record of success in raising private funds for social service investments. Investors in the City's existing PFS program and potential new investors recognize the importance of addressing homelessness in our community, and their upfront investment funding is a testament to their continuing commitment.

Additionally, the City is currently in the process of securing private investments amounting to more than \$1 million from several national institutional investors and nonprofits to fund expansions and improvements to homeless facilities.

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) with offices located at 1437 Bannock Street, Denver, Colorado 80202 and **THE URBAN INSTITUTE (the Consultant)**, a nonprofit corporation, incorporated under the laws of Delaware with its business address located at 2100 M Street NW, Washington, DC 20037, jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the City’s Chief Financial Officer, (“CFO”) or, the CFO’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the CFO directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, and **Exhibit C**, the Evaluation Design, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on September 1, 2015 and will expire on August 31, 2021(the “Term”).

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 Nine Hundred Thirty-Seven Thousand and Five Hundred Dollars (\$937,500.00) for fees. Amounts billed may not exceed the rates and budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant’s expenses are contained in the rates and budget in Exhibit B.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Nine Hundred Thirty-Seven Thousand and Five Hundred Dollars (\$937,500.00) (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**. 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.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONSULTANT:** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty(30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the CFO.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-

rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, with the exception of confidential information regarding any participant in the Pay For Success initiative described in Exhibit A hereto (a "Participant"), the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. In the event that Consultant's role as the independent evaluator is terminated, and a new independent evaluator is selected by the City, new data sharing agreements must be negotiated between the new independent evaluator and each of the agencies from which confidential information regarding any Participant was collected before Consultant can turn over any confidential data to the new independent evaluator. Upon demonstration of signed data sharing agreements, Consultant will provide all Participant data to the new independent evaluator.

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Consultant, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice

any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Consultant. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant shall provide a copy of this Agreement to its insurance agent or broker. Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s

contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Consultant and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability (Errors & Omissions): Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the CFO's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The CFO has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract

for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

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

CFO or Designee
201 West Colfax Avenue
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: Lorraine C. Washington, Senior Contracts Administrator, Office of Grants, Contracts, Purchasing and Pricing, The Urban Institute, 2100 M Street, NW, Washington, D.C. 20037. Phone: (202) 261-5713, Fax: (202) 728-0231 and email: LWashington@urban.org.

Financial Matters: Walker Grossell, Accounting Manager, Accounting, The Urban Institute, 2100 M Street, NW, Washington, DC 20037. Phone: (202) 261-5815, Email: WGrossell@urban.org.

19. NO EMPLOYMENT OF ILLEGAL ALIENS 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 an illegal alien who will perform work under this Agreement.

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

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall 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 an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such 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 Consultant from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CFO as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Consultant shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, , products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively,

“Materials”), shall belong to the City. The Consultant shall disclose all such items to the City unless the CFO directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

a. Data Ownership: Consultant will have full ownership of all data Consultant collects under this agreement. Consultant is bound by IRB-approved standards of confidentiality and will not be able to turn over raw data to the City, SPV, investors, or any other stakeholders. In the event any of these entities requests an audit of the data to verify the outcomes reported by Consultant, the requesting entity may select and fully pay for a qualified independent researcher to travel to the Consultant’s work site and conduct an audit of the data needed to verify the outcomes tied to the success payments. The qualified independent research must sign the confidentiality pledge signed by all on the Consultant’s research team and operate under the same IRB standards of confidentiality as the Consultant’s research team. The qualified independent researcher would only have access to the data outlined in the table below for the purposes of verifying the outcomes tied to the success payments:

Data Source	Measures
MHCD/CCH Program Data	<ul style="list-style-type: none"> - Unique research ID - Random assignment date - Client housing screen outcome and date - Client agreement to housing and date - Voucher application outcome and date - Voucher issuance date - Voucher denial date - Voucher denial reason - Lease-up date - Voucher loss reason and date

Denver Sheriff	<ul style="list-style-type: none"> - Unique Research ID - Jail Entry Date - Jail Exit Date - Facility
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In the event the Consultant's role as the independent evaluator is terminated, and a new independent evaluator is selected, new data sharing agreements must be negotiated between the new independent evaluator, the City, and each of the agencies from which data was collected before Consultant can turn over any data to the new independent evaluator. During this time, the Consultant shall maintain all data in a secure manner and shall provide all reasonable accommodations to the City and the new independent evaluator. It will be incumbent on the new independent evaluator to ensure any necessary confidentiality and data security protocols are in place such that new data sharing agreements can be signed with the City and each administrative data agency that allow Consultant to turn over any data already collected to the new independent evaluator.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the CFO. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the CFO in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. **City Information:** Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. DATA SHARING AGREEMENT WITH THE “CITY”

a. **City of Denver Responsibilities:**

(1) The Denver Police Department (DPD) will:

- A. Create a list of eligible individuals according to the eligibility requirements outlined in the Research Design and send a de-identified list with PINs to the Urban Institute.
- B. Update the eligibility list every 6 months in March and September
- C. Provide daily reports to the Consultant of all individuals from the eligibility list who have a police contact or arrest and are flagged as transient
- D. Provide annual client-level data outlined in the table below by sending de-identified data with the unique research ID (PIN) attached, to the Consultant.

Administrative Data from DPD	
Outcome	Measures
Arrests	<ul style="list-style-type: none"> - Unique Research ID (PIN provided to DPD) - Demographics (e.g. gender, race/ethnicity, date of birth) - Contact Date - Contact Reason

	<ul style="list-style-type: none"> - Arrest Date - Arrest Reason - Indicator of Transient Arrest - Indicator of Custodial Arrest
--	--

E. Data extracts will be provided every twelve (12) months until the final year of the study. Any extracts beyond that will be made through modification of this agreement.

F. Data will be provided via SFTP with password protection. This is the ONLY acceptable method of providing data. The following methods are UNACCEPTABLE: Plain text email, USPS with unencrypted CD-ROM, UNSECURE FTP, and all other methods that are not mentioned above.

(2) The Denver Sheriff's Department (DSD) will:

A. Provide access to client-level data outlined in the table below by sending de-identified data with the unique research ID (PIN) attached, to the Consultant.

Administrative Data from DSD	
Outcome	Measures
Jail Days	<ul style="list-style-type: none"> - Unique Research ID (PIN provided to DSD) - Charges - Jail Entry Date - Jail Exit Date - Facility - Exit Reason (if available)

B. Data extracts will be provided every six (6) months starting in late 2017, according to the schedule in the table below, for a total of 8 reports. Any extracts beyond that will be made through modification of this agreement.

Report #	Jail Data Pulled from SIB Start Date through	List of Individuals sent to DSD for Data Pull	Report Delivered from DSD to UI	Report Delivered from UI to City and SIB partners
1	6/30/17	7/15/17	8/1/17	9/15/17
2	12/31/17	1/15/18	2/1/18	3/15/18

3	6/30/18	7/15/18	8/1/18	9/15/18
4	12/31/18	1/15/19	2/1/19	3/15/19
5	6/30/19	7/15/19	8/1/19	9/15/19
6	12/31/19	1/15/20	2/1/20	3/15/20
7	6/30/20	7/15/20	8/1/20	9/15/20
8	12/31/20	1/15/21	2/1/21	5/15/21

C. Data will be provided via SFTP with password protection. This is the ONLY acceptable method of providing data. The following methods are UNACCEPTABLE: Plain text email, USPS with unencrypted CD-ROM, UNSECURE FTP, and all other methods that are not mentioned above.

b. **Consultant Responsibilities:** The Consultant shall use a number of safeguards to guide the use of these data, including:

- (1) Protect the data by keeping the data stored on a secure server that requires an encrypted password and is only accessible to the research team.
- (2) Consultant will not release any part of the original extracted data files provided by DPD/DSD to any third party without the express written permission of the DPD/DSD.
- (3) Study results will be released in aggregate, summary, or statistical forms that will not allow for identification of any study participant.
- (4) Consultant will ensure that each UI staff person with access to the data signs a staff confidentiality form (Exhibit E) and adheres to the on-site data collection and data storage protocol (Exhibit F).
- (5) Consultant will limit the use of these data for the above referenced research study. Use beyond this study will require written permission of DPD/DSD.
- (6) Consultant will destroy all data by the later of December 2022, or two years after all the reports and research papers involving this project are published.

- (7) Consultant will not use the data in any way that would violate the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”).

32. CITY EXECUTION OF AGREEMENT: The 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.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of February 01, 2016.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By Cary Kennedy
Cary Kennedy, Manager of Finance

By Jennifer Welborn
Jennifer Welborn, Assistant City
Attorney

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

By: SEE FOLLOWING PAGE FOR SIGNATURE _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: FINAN-201523940-00

Contractor Name: URBAN INSTITUTE

By: Marcus L. Stevenson

Name: Marcus L. Stevenson, Director
Office of Grants, Contracts, Purchasing and Pricing
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Lorraine C. Washington

Name: Lorraine C. Washington
Senior Contracts Administrator
(please print)

Title: _____
(please print)



EXHIBIT A: Urban Institute Scope of Work

The Urban Institute agrees to the following scope of work and specifics included in **Exhibit C** the **Evaluation Design**.

I. Task 1: Referral and Randomization—Management & Coordination

- a. Based upon the eligibility criteria established in the Research Design and in accordance the Social Impact Bond Contract between the City and SPV (the “Social Impact Bond Contract”) in coordination with the City of Denver (“City”)—including the Denver Police Department, the Denver PFS, LLC (i.e, Social Impact Bond Special Purpose Vehicle (“SPV”)), and Colorado Coalition for the Homeless (“CCH”) and the Mental Health Center of Denver (“MHCD), the Urban Institute (“Urban”) will:
 - i. Establish a list of eligible participants for the Social Impact Bond initiative;
 - ii. Lead and coordinate a randomization process needed to identify the proper number of individuals needed to fulfill the Research Design;
 - iii. Lead and coordinate a referral and hand-off process for those individuals identified as the group receiving treatment;
 - iv. Facilitate a housing screen that will screen out individuals who are not considered homeless according to the Research Design;
 - v. Support a Release of Information process for those participants receiving treatment; and
 - vi. Lead and coordinate ongoing updates to the PFS eligibility list and randomize individuals in accordance with Service Provider needs.
- 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 as outlined in the Social Impact Bond Contract;
 - ii. Providing ongoing and timely support to City, SPV, and Provider staff involved with the project; and
 - iii. Generating proposals for improving processes to ensure adequate referral and enrollment levels are met.

II. Task 2: Process Study—Data Collection

- a. Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study, Urban will:
 - i. Manage an engagement dashboard;
 - ii. Manage a housing enrollment pipeline;
 - iii. Conduct annual site visits and key respondent interviews with service providers and other important stakeholders; and
 - iv. Review program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.

III. Task 3: Impact Study—Data Collection

- a. In accordance with the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to inform Success Payment. Specifically, Urban will:
 - i. Collect and validate Service Provider data on participant 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 measures outlined in the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to measure additional outcomes. These outcomes include, but are not limited to:
 - i. Whether outcomes differ for participants housed in scatter-site versus single-site units;
 - ii. Police contacts and continued criminal justice involvement;
 - iii. Healthcare utilization and costs (e.g. Detox and emergency room utilization); and
 - iv. Homelessness system utilization and costs.
- c. In the event of an early termination of the Social Impact Bond Contract, Urban will collect and certify the validity of the data and calculations used to inform the early success payments as outlined in the Social Impact Bond Contract and Research Design. Additionally, Urban will work with the City to determine what additional reports and outcomes can be documented at the point of early termination.
- d. In the event that that an insufficient enrollment difference exists as defined in the Research Design, Urban will collect and certify the validity of the data and calculations used to inform Success Payments in accordance with the Alternate Analysis Plan for Triggers Payments outlined in the Research Design.

IV. Task 4: Reporting and Dissemination

- a. Urban will provide timely and comprehensive reports as outlined in the Research Design and as required under the Social Impact Bond Contract between the City and SPV to the City, SPV, Providers, and Lenders. Lenders to receive reports are those lenders that have a Lender Agreement with the SPV for the PFS project.
- b. For project monitoring purposes, Urban will maintain a biweekly engagement dashboard and monthly pipeline dashboard as outlined in the Evaluation Design. Data for these dashboards will be collected at least biweekly from the Service Providers. The biweekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City, SPV, Providers, and Lenders.

The process for project monitoring will follow the schedule outlined in the Research Design.

- c. Urban will conduct the outcome measurements on housing stability for interim payment purposes and submit outcome reports starting in quarter 7 and continuing every 12 months thereafter as indicated in the Evaluation Design through the evaluation project wind up in quarter 22. Urban will conduct the outcome measurements on jail days for final payment purposes and submit the outcome report in the evaluation project wind up in quarter 22. Outcome reports will be delivered to the City, SPV, Providers, and Lenders as outlined in the Research Design and Social Impact Bond Contract. In furtherance of this task, Urban will calculate Housing Stability Success Payments and Jail Day Reductions Success Payments and prepare the related certifications as described under the Pay for Success Contract.
- d. In the event the City, SPV or Lenders dispute any of Urban's calculations and certifications described above, Urban shall attempt to cooperate in the resolution of such dispute in accordance with Section 4.2 of the Pay for Success Contract.
- e. At the conclusion of the evaluation or in the event of early termination of the Social Impact Bond Contract, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings, and outcomes—including but not limited to:
 - i. Methodology used to evaluate the Social Impact Bond program;
 - ii. Process study findings and recommendations; and
 - iii. Impact study data (aggregate), outcomes, findings, and recommendations.
- f. Upon termination of the PFS initiative, Urban will return to the City and the SPV, and provide an irrevocable license to the City and the SPV to use, all of the data, reports, analyses, work products and intellectual property provided or acquired by Urban in connection with the PFS initiative, except for confidential information regarding any program participant, in a format specified by the City and the SPV.

EXHIBIT B
BUDGET

Denver SH-SIB Evaluation

**BUDGET ESTIMATE
 Prepared for City of Denver**

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4		Total Estimated	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	24	\$1,737	40	\$2,894	39	\$2,822	40	\$2,894	143	\$10,347
Sarah Gillespie	32	1,413	80	3,534	40	1,767	40	1,767	192	8,481
Devlin Hanson	32	1,697	0	0	80	4,243	40	2,122	152	8,062
Shiva Kooragayala	36	900	0	0	81	2,025	40	1,000	157	3,925
Michael Pergamit	8	696	0	0	38	3,308	24	2,089	70	6,093
Secretarial/Administrative Support	13	285	3	58	5	117	4	88	25	548
Subtotal	145	6,728	123	6,486	283	14,282	188	9,960	739	37,456
Provision for Merit Increase*		303		292		643		448		1,686
Subtotal		7,031		6,778		14,925		10,408		39,142
Fringe Benefits		3,002		2,894		6,373		4,444		16,713
Subtotal		10,033		9,672		21,298		14,852		55,855
Indirect		5,175		4,989		10,986		7,661		28,811
Subtotal		15,208		14,661		32,284		22,513		84,666
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		20,000		0		0		20,000
Thr Burnes Institute		0		0		0		8,000		8,000
Subtotal		0		20,000		0		8,000		28,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No. 2	900	No. 2	900	No. 0	0	No. 0	0	No. 4	\$1,800
Trip Duration: 3 day(s)/trip	2	night(s)/trip	2	night(s)/trip						
Transfers @	4	/trip	4	/trip	0	0	0	0	8	120
Per Diem:										
Lodging @	4	2	night(s)/trip	4	800	0	0	0	8	1,600
Lodging Tax @		120		120		0		0		240
M&IE @	2.50	day(s)/trip	5.00	330	0.00	0	0.00	0	10.00	660
Car Rental & Related @	3	day(s)/trip	3	165	0	0	0	0	6	330
Inflation Factor on Travel*		48		48		0		0		96
Subtotal		2,423		2,423		0		0		4,846
OTHER DIRECT COSTS										
Computer Network Services		560		470		1,100		730		2,860
Books/Periodicals/Library Services		10		10		20		10		50
Reproduction @ \$.095/page		12		20		14		30		76
Telephone Expenses		10		10		30		20		70
Postage/Delivery		10		10		20		10		50
Supplies and Miscellaneous		10		10		10		10		40
Subcontract Administration		0		828		0		331		1,159
Inflation Factor on ODCs (excl Sub. Admin)*		12		11		24		16		63
Subtotal		624		1,369		1,218		1,157		4,368
Total Direct and Indirect Costs		\$18,255		\$38,453		\$33,502		\$31,670		\$121,880
GENERAL & ADMINISTRATIVE		3,560		3,598		6,533		4,616		18,307
Total Estimated Cost		21,815		42,051		40,035		36,286		140,187
FIXED FEE		1,527		2,944		2,802		2,540		9,813
TOTAL ESTIMATED COST PLUS FIXED FEE		\$23,342		\$44,995		\$42,837		\$38,826		\$150,000

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Denver SH-SIB Evaluation

BUDGET ESTIMATE
 Prepared for City of Denver

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4			
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	40	\$2,894	24	\$1,737	24	\$1,737	40	\$2,894	128	\$9,262
Sarah Gillespie	80	3,534	80	3,534	40	1,767	40	1,767	240	10,602
Devlin Hanson	80	4,243	0	0	85	4,508	40	2,122	205	10,873
Shiva Kooragayala	40	1,000	0	0	81	2,025	40	1,000	161	4,025
Michael Pergamit	38	3,308	0	0	38	3,308	24	2,089	100	8,705
Secretarial/Administrative Support	5	117	2	44	5	117	4	88	17	366
Subtotal	283	15,096	106	5,315	273	13,462	188	9,960	851	43,833
Provision for Merit Increase*		1,389		489		1,239		917		4,034
Subtotal		16,485		5,804		14,701		10,877		47,867
Fringe Benefits		7,039		2,478		6,277		4,644		20,438
Subtotal		23,524		8,282		20,978		15,521		68,305
Indirect		12,134		4,272		10,820		8,006		35,232
Subtotal		35,658		12,554		31,798		23,527		103,537
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		20,000		0		0		20,000
Thr Burnes Institute		0		0		0		8,000		8,000
Subtotal		0		20,000		0		8,000		28,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No. 2	900	No. 2	900	No. 0	0	No. 0	0	No. 4	\$1,800
Trip Duration: 3 day(s)/trip 2 night(s)/trip										
Transfers @ 2 /trip	4	60	4	60	0	0	0	0	8	120
Per Diem:										
Lodging @ 2 night(s)/trip	4	800	4	800	0	0	0	0	8	1,600
Lodging Tax @		120		120		0		0		240
M&IE @ 2.50 day(s)/trip	5.00	330	5.00	330	0.00	0	0.00	0	10.00	660
Car Rental & Related @ 3 day(s)/trip	3	165	3	165	0	0	0	0	6	330
Inflation Factor on Travel*		96		96		0		0		192
Subtotal		2,471		2,471		0		0		4,942
OTHER DIRECT COSTS										
Computer Network Services		1,100		410		1,060		730		3,300
Books/Periodicals/Library Services		20		10		20		10		60
Reproduction @ \$.095/page		26		10		40		30		106
Telephone Expenses		30		10		30		20		90
Postage/Delivery		20		10		10		10		50
Supplies and Miscellaneous		10		10		10		10		40
Subcontract Administration		0		828		0		331		1,159
Inflation Factor on ODCs (excl Sub. Admin)*		49		19		47		33		148
Subtotal		1,255		1,307		1,217		1,174		4,953
Total Direct and Indirect Costs		\$39,384		\$36,332		\$33,015		\$32,701		\$141,432
GENERAL & ADMINISTRATIVE		7,680		3,185		6,438		4,817		22,120
Total Estimated Cost		47,064		39,517		39,453		37,518		163,552
FIXED FEE		3,294		2,766		2,762		2,626		11,448
TOTAL ESTIMATED COST PLUS FIXED FEE		\$50,358		\$42,283		\$42,215		\$40,144		\$175,000

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Denver SH-SIB Evaluation

BUDGET ESTIMATE
 Prepared for City of Denver

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4			
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	40	\$2,894	24	\$1,737	24	\$1,737	40	\$2,894	128	\$9,262
Sarah Gillespie	56	2,474	80	3,534	40	1,767	52	2,297	228	10,072
Devlin Hanson	56	2,970	0	0	82	4,349	40	2,122	178	9,441
Shiva Kooragayala	40	1,000	0	0	84	2,100	40	1,000	164	4,100
Michael Pergamit	38	3,308	0	0	38	3,308	24	2,089	100	8,705
Secretarial/Administrative Support	5	102	2	44	5	117	4	88	16	351
Subtotal	235	12,748	106	5,315	273	13,378	200	10,490	814	41,931
Provision for Merit Increase*		1,800		750		1,889		1,481		5,920
Subtotal		14,548		6,065		15,267		11,971		47,851
Fringe Benefits		6,212		2,590		6,519		5,112		20,433
Subtotal		20,760		8,655		21,786		17,083		68,284
Indirect		10,708		4,464		11,237		8,811		35,220
Subtotal		31,468		13,119		33,023		25,894		103,504
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		20,000		0		0		20,000
Thr Burnes Institute		0		0		0		8,000		8,000
Subtotal		0		20,000		0		8,000		28,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No. 2	900	No. 2	900	No. 0	0	No. 0	0	No. 4	\$1,800
Trip Duration: 3 day(s)/trip 2 night(s)/trip										
Transfers @ 2 /trip	4	60	4	60	0	0	0	0	8	120
Per Diem:										
Lodging @ 2 night(s)/trip	4	800	4	800	0	0	0	0	8	1,600
Lodging Tax @		120		120		0		0		240
M&IE @ 2.50 day(s)/trip	5.00	330	5.00	330	0.00	0	0.00	0	10.00	660
Car Rental & Related @ 3 day(s)/trip	3	165	3	165	0	0	0	0	6	330
Inflation Factor on Travel*		145		145		0		0		290
Subtotal		2,520		2,520		0		0		5,040
OTHER DIRECT COSTS										
Computer Network Services		910		410		1,060		770		3,150
Books/Periodicals/Library Services		20		10		20		20		70
Reproduction @ \$.095/page		40		20		24		30		114
Telephone Expenses		30		10		30		20		90
Postage/Delivery		10		10		20		10		50
Supplies and Miscellaneous		10		10		10		10		40
Subcontract Administration		0		828		0		331		1,159
Inflation Factor on ODCs (excl Sub. Admin)*		62		29		71		53		215
Subtotal		1,082		1,327		1,235		1,244		4,888
Total Direct and Indirect Costs		\$35,070		\$36,966		\$34,258		\$35,138		\$141,432
GENERAL & ADMINISTRATIVE		6,839		3,308		6,680		5,292		22,119
Total Estimated Cost		41,909		40,274		40,938		40,430		163,551
FIXED FEE		2,934		2,819		2,866		2,830		11,449
TOTAL ESTIMATED COST PLUS FIXED FEE		\$44,843		\$43,093		\$43,804		\$43,260		\$175,000

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Denver SH-SIB Evaluation

BUDGET ESTIMATE
 Prepared for City of Denver

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4			
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	40	\$2,894	24	\$1,737	24	\$1,737	40	\$2,894	128	\$9,262
Sarah Gillespie	40	1,767	80	3,534	40	1,767	43	1,899	203	8,967
Devlin Hanson	40	2,122	0	0	86	4,561	40	2,122	166	8,805
Shiva Kooragayala	40	1,000	0	0	82	2,050	40	1,000	162	4,050
Michael Pergamit	38	3,308	0	0	38	3,308	24	2,089	100	8,705
Secretarial/Administrative Support	4	88	2	44	5	117	4	88	15	337
Subtotal	202	11,179	106	5,315	275	13,540	191	10,092	774	40,126
Provision for Merit Increase*		2,152		1,023		2,607		1,943		7,725
Subtotal		13,331		6,338		16,147		12,035		47,851
Fringe Benefits		5,692		2,706		6,895		5,139		20,432
Subtotal		19,023		9,044		23,042		17,174		68,283
Indirect		9,812		4,665		11,885		8,858		35,220
Subtotal		28,835		13,709		34,927		26,032		103,503
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		20,000		0		0		20,000
Thr Burnes Institute		0		0		0		8,000		8,000
Subtotal		0		20,000		0		8,000		28,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No. 2	900	No. 2	900	No. 0	0	No. 0	0	No. 4	\$1,800
Trip Duration: 3 day(s)/trip 2 night(s)/trip										
Transfers @ 2 /trip	4	60	4	60	0	0	0	0	8	120
Per Diem:										
Lodging @ 2 night(s)/trip	4	800	4	800	0	0	0	0	8	1,600
Lodging Tax @		120		120		0		0		240
M&IE @ 2.50 day(s)/trip	5.00	330	5.00	330	0.00	0	0.00	0	10.00	660
Car Rental & Related @ 3 day(s)/trip	3	165	3	165	0	0	0	0	6	330
Inflation Factor on Travel*		196		196		0		0		392
Subtotal		2,571		2,571		0		0		5,142
OTHER DIRECT COSTS										
Computer Network Services		780		410		1,070		740		3,000
Books/Periodicals/Library Services		20		10		20		20		70
Reproduction @ \$.095/page		13		20		40		30		103
Telephone Expenses		30		10		30		20		90
Postage/Delivery		10		10		20		10		50
Supplies and Miscellaneous		10		10		10		10		40
Subcontract Administration		0		828		0		331		1,159
Inflation Factor on ODCs (excl Sub. Admin)*		71		39		98		68		276
Subtotal		934		1,337		1,288		1,229		4,788
Total Direct and Indirect Costs		\$32,340		\$37,617		\$36,215		\$35,261		\$141,433
GENERAL & ADMINISTRATIVE		6,306		3,435		7,062		5,316		22,119
Total Estimated Cost		38,646		41,052		43,277		40,577		163,552
FIXED FEE		2,705		2,874		3,029		2,840		11,448
TOTAL ESTIMATED COST PLUS FIXED FEE		\$41,351		\$43,926		\$46,306		\$43,417		\$175,000

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Denver SH-SIB Evaluation

BUDGET ESTIMATE
 Prepared for City of Denver

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4			
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	40	\$2,894	16	\$1,158	24	\$1,737	24	\$1,737	104	\$7,526
Sarah Gillespie	40	1,767	80	3,534	40	1,767	40	1,767	200	8,835
Devlin Hanson	40	2,122	0	0	88	4,668	40	2,122	168	8,912
Shiva Kooragayala	40	1,000	0	0	80	2,000	40	1,000	160	4,000
Michael Pergamit	38	3,308	0	0	39	3,395	24	2,089	101	8,792
Secretarial/Administrative Support	4	88	2	44	5	117	3	73	15	322
Subtotal	202	11,179	98	4,736	276	13,684	171	8,788	748	38,387
Provision for Merit Increase*		2,752		1,166		3,369		2,163		9,450
Subtotal		13,931		5,902		17,053		10,951		47,837
Fringe Benefits		5,949		2,520		7,282		4,676		20,427
Subtotal		19,880		8,422		24,335		15,627		68,264
Indirect		10,254		4,344		12,552		8,060		35,210
Subtotal		30,134		12,766		36,887		23,687		103,474
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		20,000		0		0		20,000
Thr Burnes Institute		0		0		0		8,000		8,000
Subtotal		0		20,000		0		8,000		28,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No. 2	900	No. 2	900	No. 0	0	No. 0	0	No. 4	\$1,800
Trip Duration: 3 day(s)/trip 2 night(s)/trip										
Transfers @ 2 /trip	4	60	4	60	0	0	0	0	8	120
Per Diem:										
Lodging @ 2 night(s)/trip	4	800	4	800	0	0	0	0	8	1,600
Lodging Tax @		120		120		0		0		240
M&IE @ 2.50 day(s)/trip	5.00	330	5.00	330	0.00	0	0.00	0	10.00	660
Car Rental & Related @ 3 day(s)/trip	3	165	3	165	0	0	0	0	6	330
Inflation Factor on Travel*		247		247		0		0		494
Subtotal		2,622		2,622		0		0		5,244
OTHER DIRECT COSTS										
Computer Network Services		780		380		1,070		660		2,890
Books/Periodicals/Library Services		20		10		20		10		60
Reproduction @ \$.095/page		15		20		15		30		80
Telephone Expenses		30		10		30		20		90
Postage/Delivery		10		10		20		10		50
Supplies and Miscellaneous		10		10		20		10		50
Subcontract Administration		0		828		0		331		1,159
Inflation Factor on ODCs (excl Sub. Admin)*		90		46		122		77		335
Subtotal		955		1,314		1,297		1,148		4,714
Total Direct and Indirect Costs		\$33,711		\$36,702		\$38,184		\$32,835		\$141,432
GENERAL & ADMINISTRATIVE		6,574		3,257		7,446		4,843		22,120
Total Estimated Cost		40,285		39,959		45,630		37,678		163,552
FIXED FEE		2,820		2,797		3,194		2,637		11,448
TOTAL ESTIMATED COST PLUS FIXED FEE		\$43,105		\$42,756		\$48,824		\$40,315		\$175,000

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Denver SH-SIB Evaluation

BUDGET ESTIMATE
 Prepared for City of Denver

Object Classification	Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 3		Task 4			
	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL						
Mary Cunningham	0	\$0	58	\$4,197	58	\$4,197
Sarah Gillespie	0	0	80	3,534	80	3,534
Devlin Hanson	42	2,228	80	4,243	122	6,471
Shiva Kooragayala	58	1,450	80	2,000	138	3,450
Michael Pergamit	0	0	54	4,700	54	4,700
Secretarial/Administrative Support	2	44	7	161	9	205
Subtotal	102	3,722	359	18,835	461	22,557
Provision for Merit Increase*		1,125		5,693		6,818
Subtotal		4,847		24,528		29,375
Fringe Benefits		2,070		10,473		12,543
Subtotal		6,917		35,001		41,918
Indirect		3,568		18,054		21,622
Subtotal		10,485		53,055		63,540
TRAVEL						
	No.		No.		No.	
Round-trip Airfare: WDC/ Denver, CO	0	0	2	900	2	\$900
Trip Duration: 3 day(s)/trip 2 night(s)/trip						
Transfers @ 2 /trip	0	0	4	60	4	60
Per Diem:						
Lodging @ 2 night(s)/trip	0	0	4	800	4	800
Lodging Tax @		0		120		120
M&IE @ 2.50 day(s)/trip	0.00	0	5.00	330	5.00	330
Car Rental & Related @ 3 day(s)/trip	0	0	3	165	3	165
Inflation Factor on Travel*		0		300		300
Subtotal		0		2,675		2,675
OTHER DIRECT COSTS						
Computer Network Services		390		1,390		1,780
Books/Periodicals/Library Services		10		30		40
Reproduction @ \$.095/page		10		38		48
Telephone Expenses		10		50		60
Postage/Delivery		0		20		20
Supplies and Miscellaneous		0		20		20
Inflation Factor on ODCs (excl Sub. Admin)*		53		195		248
Subtotal		473		1,743		2,216
Total Direct and Indirect Costs		\$10,958		\$57,473		\$68,431
GENERAL & ADMINISTRATIVE						
		2,137		11,207		13,344
Total Estimated Cost		13,095		68,680		81,775
FIXED FEE						
		917		4,808		5,725
TOTAL ESTIMATED COST PLUS FIXED FEE						
		\$14,012		\$73,488		\$87,500

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Denver SH-SIB Evaluation

BUDGET ESTIMATE (Summary)
 Prepared for City of Denver

Object Classification	Referral and Randomization: Management and Coordination		Process Study: Data Collection		Impact Study: Data Collection		Reporting and Dissemination		Total Estimated	
	Task 1		Task 2		Task 3		Task 4		Total Estimated	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
ON-SITE PERSONNEL										
Mary Cunningham	184	\$13,313	128	\$9,263	135	\$9,770	242	\$17,510	689	\$49,856
Sarah Gillespie	248	10,955	400	17,670	200	8,835	295	13,031	1,143	50,491
Devin Hanson	248	13,220	0	0	463	24,557	280	14,853	991	52,630
Shiva Kooragayala	196	4,900	0	0	466	11,650	280	7,000	942	23,550
Michael Pergamit	160	13,928	0	0	191	16,627	174	15,145	525	45,700
Secretarial/Administrative Support	31	680	11	234	29	629	27	586	97	2,129
Subtotal	1,067	56,930	539	27,167	1,484	72,068	1,298	68,125	4,387	224,356
Provision for Merit Increase*		8,396		3,720		10,872		12,645		35,633
Subtotal		65,326		30,887		82,940		80,770		259,989
Fringe Benefits		27,894		13,188		35,416		34,488		110,986
Subtotal		93,220		44,075		118,356		115,258		370,975
Indirect		48,083		22,734		61,048		59,450		191,315
Subtotal		141,303		66,809		179,404		174,708		562,290
SUBCONTRACT(S):										
The Evaluation Center (Univ. of CO at Denver)		0		100,000		0		0		100,000
Thr Burnes Institute		0		0		0		40,000		40,000
Subtotal		0		100,000		0		40,000		140,000
TRAVEL										
Round-trip Airfare: WDC/ Denver, CO	No.		No.		No.		No.		No.	
Trip Duration: 3 day(s)/trip	10	4,500	10	4,500	0	0	2	900	22	\$9,900
Transfers @ 2 night(s)/trip	0	0	0	0	0	0	0	0		
Per Diem: 2 /trip	20	300	20	300	0	0	4	60	44	660
Lodging @ 2 night(s)/trip	20	4,000	20	4,000	0	0	4	800	44	8,800
Lodging Tax @ 600		600		600		0		120		1,320
M&IE @ 2.50 day(s)/trip	25.00	1,650	25.00	1,650	0.00	0	5.00	330	55.00	3,630
Car Rental & Related @ 3 day(s)/trip	15	825	15	825	0	0	3	165	33	1,815
Inflation Factor on Travel*		732		732		0		300		1,764
Subtotal		12,607		12,607		0		2,675		27,889
OTHER DIRECT COSTS										
Computer Network Services		4,130		2,080		5,750		5,020		16,980
Books/Periodicals/Library Services		90		50		110		100		350
Reproduction @ \$.095/page		106		90		143		188		527
Telephone Expenses		130		50		160		150		490
Postage/Delivery		60		50		90		70		270
Supplies and Miscellaneous		50		50		60		70		230
Subcontract Administration		0		4,140		0		1,655		5,795
Inflation Factor on ODCs (excl Sub. Admin)*		284		144		415		442		1,285
Subtotal		4,850		6,654		6,728		7,695		25,927
Total Direct and Indirect Costs		\$158,760		\$186,070		\$186,132		\$225,078		\$756,040
GENERAL & ADMINISTRATIVE										
		30,959		16,783		36,296		36,091		120,129
Total Estimated Cost		189,719		202,853		222,428		261,169		876,169
FIXED FEE										
		13,280		14,200		15,570		18,281		61,331
TOTAL ESTIMATED COST PLUS FIXED FEE										
		\$202,999		\$217,053		\$237,998		\$279,450		\$937,500

* 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.

EXHIBIT C: EVALUATION DESIGN

EVALUATION DESIGN/RESEARCH DESIGN

Denver Supportive Housing Social Impact Bond Initiative

Mary Cunningham
Sarah Gillespie

Mike Pergamit
Devlin Hanson

Shiva Kooragayala

January 2016



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Background and Context

The Denver Supportive Housing Social Impact Bond (SH-SIB) Initiative will provide supportive housing for individuals who are frequent users of both criminal justice and emergency medical services in the city of Denver, Colorado. In addition to experiencing homelessness and struggling with substance use and mental health problems, the target population commits frequent low-level offenses such as public nuisance violations, alcohol and drug use, panhandling, and trespassing. As a result, this population is frequently arrested and cycles in and out of jail, detox, and emergency services, effectively increasing costs across systems. Often without follow-up services upon release from jail, this population returns to the same risks and falls into a recurring cycle of negative outcomes. This cycle continuously results in high costs across city agencies and service providers.

The SH-SIB initiative will provide supportive housing to interrupt the status quo. Supportive Housing is an evidence-based intervention that provides housing plus intensive case management and connects clients with community services, including primary healthcare.^{1, 2} Past research indicates that the provision of housing and services jointly increases housing stability, improves mental and physical health, and decreases the number of low-level offenses which lead to several desired outcomes for the city, namely decreases in the number of arrests, detox visits, and usage of emergency medical services.^{3, 4} Overwhelming evidence shows that supportive housing is effective for chronically homeless adults who are frequent and costly users of public systems, and that the cost of the program can be offset by its benefits.^{5,6} The City of Denver has identified “front-end users” that drive up the cost of public services, highlighted some of the gaps in service delivery for this population, and has identified an evidence-based solution, namely supportive housing, to fill those gaps.

¹ Corporation for Supportive Housing. (2015) “Evidence and Research.” Accessed on January 13, 2016 at <http://www.csh.org/supportive-housing-facts/evidence/>

² National Alliance to End Homelessness. (2007) “Supportive Housing is Cost Effective.” Accessed on January 13, 2016 at http://www.endhomelessness.org/page/-/files/1200_file_SupportiveHousingSaves.pdf

³ Aidala, Angela A.; McAllister, William; Yomogida, Maiko; Shubert, Virginia. (2014) “Frequent Users Service Enhancement ‘FUSE’ Initiative: New York City FUSE II Evaluation Report.”

⁴ Larimer, Mary E.; Malone, Daniel K.; Garner, Michelle D; et al. (2009) “Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems.” *JAMA*. 301(13): 1349-1357.

⁵ Culhane, Dennis P.; Metraux, Stephen; Hadley, Trevor. (2002) “Public Service Reductions Associated with Placement of Homeless Persons with Severe Mental Illness in Supportive Housing.” *Housing Policy Debate*. 13(1)

⁶ Perlman, Jennifer; Parvensky, John. (2006) “Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report.” Accessed on January 13, 2016 at http://denversroadhome.org/files/FinalDHFCCostStudy_1.pdf

The Denver Supportive Housing Social Impact Bond Initiative offers opportunities to understand how to efficiently target supportive housing to “front-end users,” to measure impacts, and to weigh the costs and benefits of the program. The Denver SH-SIB will be one of the first supportive housing programs funded through a social impact bond (SIB) financing mechanism. The program’s structure, the investors the program attracts, the key performance measures for payments structures and thresholds, and the associated development of data tracking mechanisms through numerous systems will all contribute knowledge to the field and could lead to an expansion of supportive housing through this financing mechanism.

The supportive housing social impact bond initiative includes the following core partners:

Table 1. Initiative Partners for SIB Implementation		
Role	Partner	Responsibilities
Local Government	City of Denver	Re-pay investors if performance benchmarks are met
PFS (Pay for Success) Lenders	To Be Determined	Provide capital to fund services, receive principal and interest when performance benchmarks are met
Intermediary	Denver PFS, LLC (jointly owned by CSH and Enterprise)	Manage service providers and facilitate PFS lender agreements and payments from City to PFS lenders
Supportive Housing Providers	Colorado Coalition for the Homeless Mental Health Center of Denver	Provide housing through new tax credit construction and existing vouchers, provide supportive housing services
Evaluation	Urban Institute with local partners, The Evaluation Center at the University of Colorado Denver and Burnes Institute	Establish research design, verify performance benchmarks are met, measure other outcomes of interest

Program Structure

Target Population

The target population of interest to the City is front-end frequent users that drive up public service costs and cycle in and out of jail, detox, and emergency medical services. Eligibility criteria must target a group of individuals that is large enough to fill the available housing units and establish a control group,

while also representing high levels of systems use. The team has used arrest data to operationalize eligibility criteria for the SIB.

Based on arrest data from 2012-2014, targeting individuals who have at least 8 arrests over three years and identified as transient (having no address or providing the address of a shelter) at the time of arrest would result in a sample size of approximately 1,456 individuals. We have run data matches on this target population to understand their level of system use during the same time period for homelessness, jail stays, and detox and other health services, as outlined in table 2 below.

Table 2. System Use Among Target Population with 8+ Arrests over 3 years	
HMIS Shelter Stays	
<i>At least 1 stay in HMIS over 3 yrs</i>	62%
<i>2+ recorded stays over 3 yrs</i>	33%
Jail Days	
<i>First year after eligibility</i>	77 jail days
<i>Second year after eligibility</i>	45 jail days
Detox	
<i>Per year after eligibility</i>	3-8 detox visits

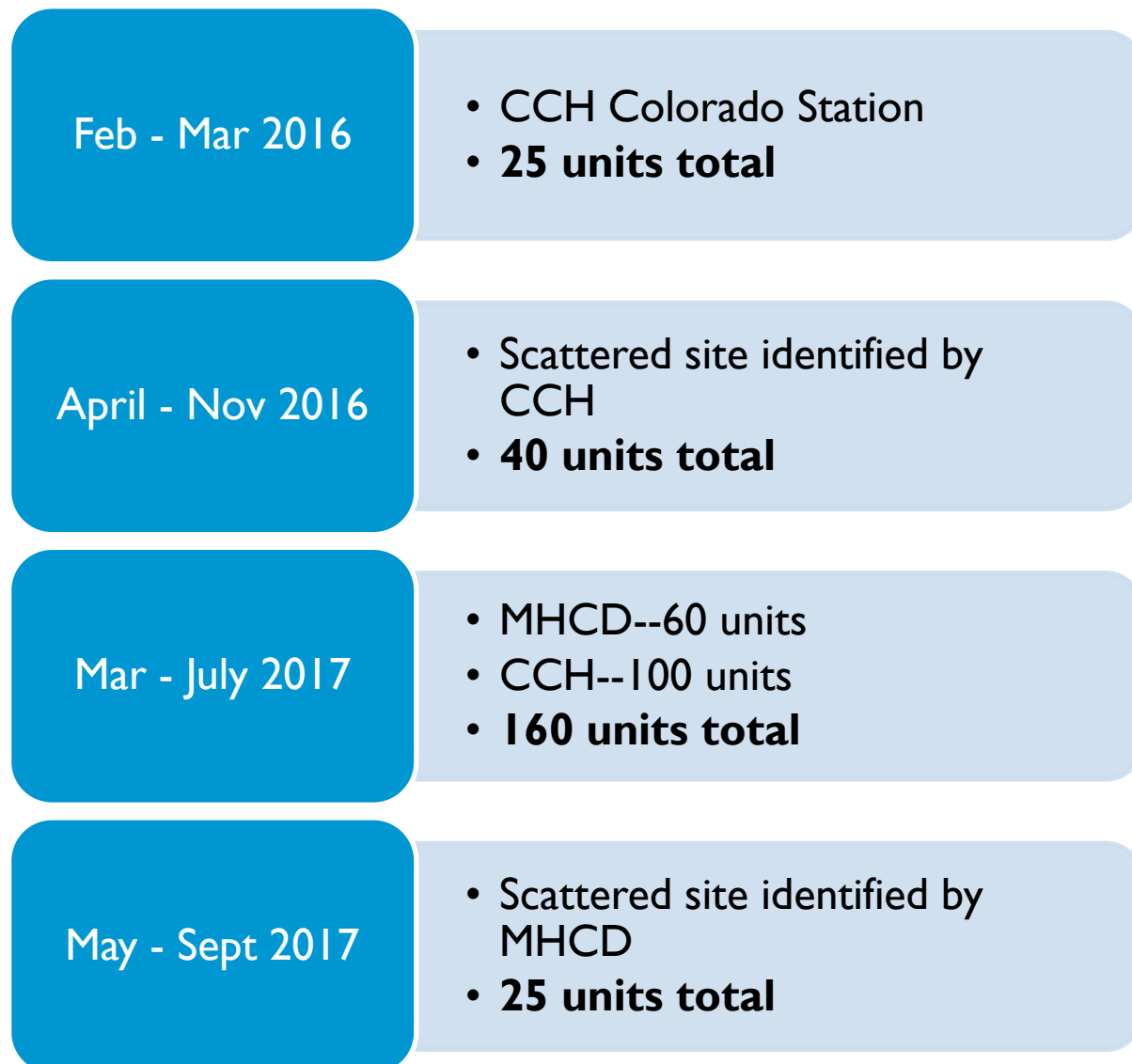
The data match to the homeless management information system (HMIS) shows that 899 out of the 1,456 individuals had at least 1 shelter stay recorded in the HMIS over 3 years, and about a third had 2 or more recorded stays. While we know this population also likely experiences types of homelessness not captured in HMIS data, these data confirm that our targeting criteria will indeed reach a homeless population. Similarly, data from a random sample of the target population show that individuals spent, on average, 77 days in jail in the year following their eligibility and an average of 45 days in jail in the second year following their eligibility. The target population also utilizes detox services at an average of 3-8 detox visits per year over the 4 years following their eligibility (a range is used due to an incomplete data match for this system).

Housing Type

To meet the goal of providing 250 individuals with supportive housing units, housing will be provided through a combination of single-site homes in two new buildings built with low-income housing tax credits and also scatter-site units which are existing units of rental housing in the community that will be paired with a housing subsidy and services in order to be converted to supportive housing. The subsidies will come from the Colorado Division of Housing, the Denver Housing Authority, flexible subsidy dollars

from the SIB transaction, and the Denver Continuum of Care. Housing is expected to become available according to the following timeline:

Figure 1. Housing Flow Timeline



Program Services

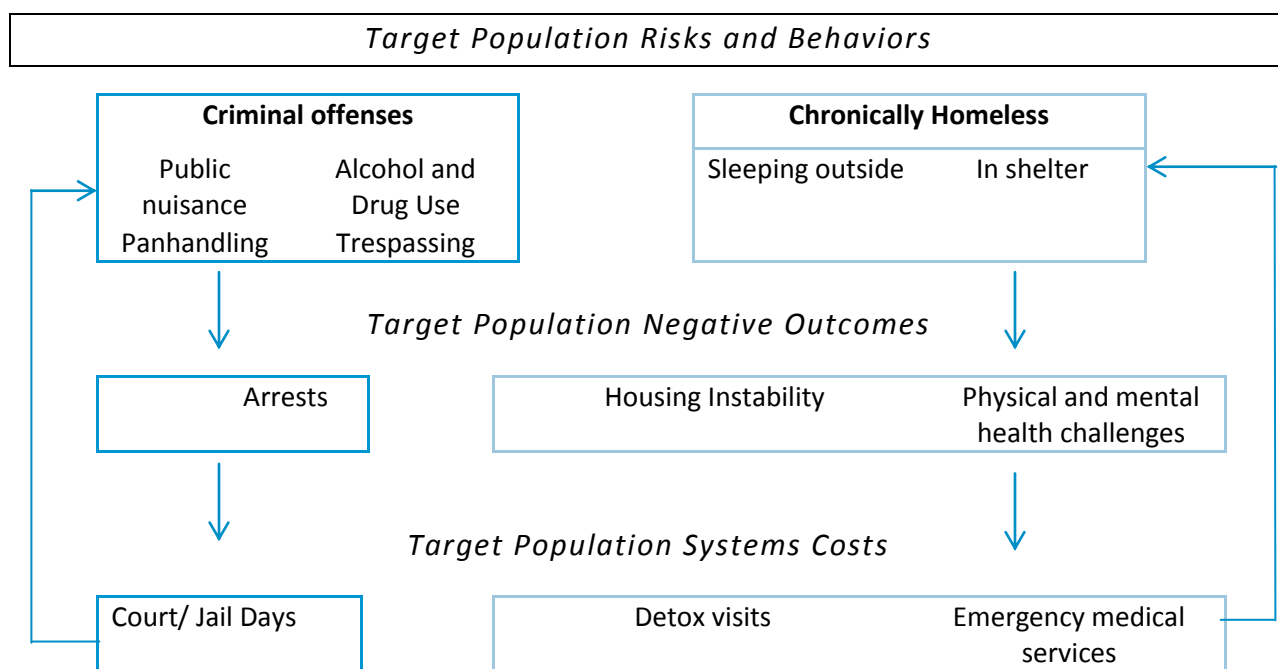
Supportive services will be provided by CCH and MHCD. Both organization use modified models based on an Assertive Community Treatment (ACT) model for supportive services, which is a highly integrated and intensive approach for community mental health service delivery. Other programs have demonstrated that the ACT model can be implemented with variations with great success. The initiative

and partners will work to define the adaptation of ACT used for the SH-SIB initiative. In addition to case management, the target population will be enrolled in Medicaid through the support of Colorado Access, the current managed care network in Colorado.

Usual Care

Without follow-up services upon exit from the multiple systems in which they are regularly involved, front-end users return to the same risks and behaviors and experience a recurring cycle of negative outcomes and high systems costs. Figure 2 depicts the cycle of usual care for this population.

Figure 2. Status quo: Cycle of target population outcomes and costs



Overview of Evaluation

Theory of Change

The SH-SIB program provides supportive housing to break the cycle of jail, detox, and emergency medical services experienced by many front-end users. Supportive housing will integrate the services of multiple systems to provide care that results in increased housing stability and improved physical and mental health as well as fewer arrests. Along with supportive services, the intervention will provide a housing unit that is safe, sustainable, functional, and suitable for tenant stability. Importantly,

Supportive Housing adopts “housing first” as an operative tenet and is not a sobriety model. The theory of change behind Supportive Housing is that once individuals in the target population are housed, they are not living on the streets, openly drinking in public spaces, panhandling, trespassing, or engaging in other similar sorts of nuisances or crimes. Instead, they have a place to live and sleep. They may, however, continue with substance use, though research shows modest reductions in substance use over time (Collins 2011).

As depicted in the Theory of Change in Figure 3, the intermediate outcomes of this intervention include increased housing stability, reductions in homelessness, drug and alcohol use, public nuisances, and improvements in mental and physical health. These intermediate outcomes will result in several intended program outcomes, including decreases in arrests, jail days, detox visits, and in the use of emergency medical services. These ultimate outcomes are of particular interest to investors and the City.

Figure 3. Theory of how supportive housing leads to reduction in front end user costs

Goal: To reduce jail days, detox visits, and use of emergency medical services.

Target Population. Chronically homeless, frequent users of jail, detox, and emergency medical services

Providers.

Mental Health Center of Denver (MHCD)

Colorado Coalition for the Homeless (CCH)

Entry Points.

Police Contact

Non-Custodial Arrest

Custodial Arrest

Supportive Housing seeks to integrate the services of multiple systems to provide care that results in increases in housing stability and physical and mental health and decreases in arrests.

<i>Intervention – Supportive Housing</i>	<i>Intermediate Outcomes</i>	<i>Long-Term Outcomes</i>
<i>Housing Subsidy</i>	<i>Increase Housing Stability</i>	<i>Decrease Arrests</i>
Provide assistance paying rent in a housing unit that is safe, sustainable, functional, and conducive to tenant stability	Reduce homelessness; Provide a safe, healthy, stable housing unit	<i>Decrease Jail Days</i>
<i>Case Management Services</i>	<i>Decrease public nuisance</i>	<i>Decrease Detox Visits</i>
Develop case plan; Facilitate access to benefits; Provide referrals; Coordinate care	Decrease alcohol and drug use; Decrease trespassing; Decrease panhandling;	<i>Decrease Use of Emergency Medical Services</i>
<i>Health Care Services</i>	<i>Improve Health</i>	
Enrollment in Medicaid; Mental and physical health care	Mental health; Physical health	

Research Questions

Two sets of research questions drive the evaluation of the Denver SH-SIB which will be answered through two primary components of the evaluation including a process study and outcomes and impact study:

- 1) How is the program implemented? How are eligible individuals located and engaged? How do participants take up housing and services? Does it align with the CSH Dimensions of Quality Supportive Housing? Is there fidelity to the service model? How does this look different from usual care? What types of systems change and services integration were achieved? What are the key facilitators and challenges?
- 2) Do housed participants retain housing? Does supportive housing increase housing stability and decrease the utilization of high cost public services (e.g., jails, courts, detox, homeless shelters, hospitals)? Do outcomes differ for participants housed in scatter-site housing versus single-site housing? Were performance goals met so that investors should be paid?

Major Components of the Evaluation

- **Process Study:** Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help us interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect information about these different domains, we will manage an engagement dashboard as well as a housing enrollment pipeline. We will conduct annual site visits and key informant interviews with service providers and other important stakeholders. We will also review program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.
- **Outcomes and Impact Study:** To validate the data used to inform the interim investor payments based on housing retention among housed participants, we will track participant exits from housing and measure days spent in housing. We will also validate the data used to inform final investor payments based on the impact that supportive housing has on the target population's jail days, as well as explore impacts on a broader set of outcomes defined below and whether outcomes differ for participants housed in scatter-site versus single-site units. As described below, we will use a randomized controlled trial (RCT) as part of the research design. Eligible individuals will be randomly assigned to one of two groups—one that receives supportive housing as part of the initiative or one that receives “usual care” services. We will measure

differences in key system outcomes between the groups (i.e., use of services) using administrative data from the primary systems of interest.

Table 3: Primary Evaluation Components		
Evaluation Component	Research Questions	Data Sources
Process Study	How is the program implemented? How are eligible individuals located and engaged? How do participants take up housing and services? Does it align to the CSH Dimensions of Quality? Is there fidelity to the service model? How does this look different from usual care? What types of systems change and services integration were achieved? What are the key facilitators and challenges?	Engagement dashboard, housing enrollment pipeline, annual site visits and key informant interviews, review of program-related documents
Outcomes and Impact Study	Do housed participants retain housing? Does supportive housing increase housing stability and decrease the utilization of high cost public services (e.g., jails, courts, detox, homeless shelters, hospitals)? Do outcomes differ for participants housed in scatter-site housing versus single-site housing? Were performance goals met so that investors should be paid?	Program housing retention data, administrative data from systems of interest

RCT Design

Randomized Controlled Trial (RCT) is widely considered to be the gold standard in measuring the effectiveness of a policy or intervention. RCTs are useful for establishing the counterfactual, or what would have occurred in the absence of the intervention. In the case of this initiative, the RCT design will be able to compare the trajectories of front-end users who receive priority placement in supportive housing and those who receive usual care (see figure 2). The target population for the SH-SIB Initiative includes many more people who are in need of and are eligible for the intervention than there are housing slots. Thus, the limited housing slots will be allocated by lottery, which is a fair way to allocate the scarce housing resources and also enables random assignment. The evaluation will track outcomes for both groups and attribute any differences to the supportive housing intervention. The selected eligibility criteria will allow for a sample of at least 500 participants, including 250 in treatment group and 250 in the control group. As outlined in table 9 on page 30, this sample size allows the evaluation to

detect effects of at least 25 percent, which the literature suggests is reasonable to expect for reduced jail time⁷. For example, if the control group experiences an average of 50 days in jail, we can determine effects of the program if the treatment group experiences 25% fewer days, or an average of 37.5 days in jail.

Referral and Randomization Strategy

Based on the eligibility criteria, the Denver Police Department (DPD) will identify eligible individuals through a data pull and create a de-duplicated, de-identified eligibility list for the initiative, assigning a unique research ID to each individual on the eligibility list. When program enrollment begins, individuals will be identified from the eligibility list as they enter a designated intake point. Intake points include police contact and arrest, both custodial and ticket arrests. Denver Police Department (DPD) will serve as a coordinated intake point and will electronically maintain the SIB eligibility list (including periodic updates) and match the eligibility list with daily arrest/contact lists to identify SIB eligible individuals. DPD will then send a de-identified list of “matched” SIB eligible individuals to the Urban Institute who will ensure eligible individuals are only randomly assigned once and will stratify equally between arrest and police contact intakes. Urban will generate a de-identified list of individuals assigned to the treatment group and send to the referral coordinator at CPCC. The CPCC referral coordinator will link the unique research IDs back to the individual identifiers (i.e. names and as much information as is available from the intake points to support locating and outreach) on the master eligibility list, and send those individuals’ information to the service provider(s) with available housing slots, and, as available, co-responder staff within the Denver Police Department who will assist in locating eligible individuals and connecting to service providers. In times when both CCH and MHCD have available housing slots, the two service providers will work together to assign individuals to a service provider based on any existing client relationships. Outreach workers will attempt to locate each referred individuals within 24 hours of referral to minimize location challenges. When outreach workers locate individuals in the treatment group, they will first facilitate a Release of Information and then can immediately begin program engagement, working together with other service providers and co-responders to engage the individual. Service providers will engage participants in the treatment group for a minimum of three months before stepping down engagement and requesting a new referral. After being located, individuals must also pass the SIB housing screen (Attachment E) to confirm homelessness and continue engagement toward housing placement. While the SIB housing screen will only screen *out* any

⁷ Aidala, et al. FUSE II Evaluation Report (see footnote 3)

individuals who are not considered homeless according to the SIB screening requirements, it will also screen for chronic homelessness (Attachment F) which will help determine the most appropriate housing subsidy for the individual. Urban, working with DPD, will update the list to ensure individuals are only randomized once, will manage any updates as the list is refreshed or expanded, and will coordinate with service providers to turn randomization “on” and “off” as necessary. This process is depicted in Figure 4 below.

Randomization Stratification

Because eligible individuals can be randomly assigned from what we consider three different intake points—police contact, non-custodial arrest, and custodial arrest—it is important that the treatment and control groups are equivalent in terms of the number of individuals randomized from each intake point. To ensure this type of equivalency, we will use randomization stratification. Each day, each eligible individual from all three intake points will be given a number generated by a random number generator from a uniform distribution using Stata software. The sample will be stratified across the three entry types, i.e. the number of treatment individuals in each entry type will equal the number of control individuals in the same entry type.

The treatment and control groups will be created based on their random number and the number of individuals in that entry type to be matched. The treatment group will be composed of the individuals with the lowest random numbers that day, up to the number of open slots, conditional upon having at least one possible match within that individual’s entry type. The control group will be identified as the next lowest random numbers in the entry type group. Consider the following example:

Suppose there are two open slots on a given day. We want to randomize two individuals into treatment and two into control. We will take the two individuals with the lowest random number values; in this example, that would be PIN 3 and PIN 4. However, there is no comparable control for PIN 3, so PIN 3 cannot be a treatment case. We would then pick the next lowest random number which is PIN 1; there is another observation in that entry type that can be a control so PIN 1 would be a treatment case. We then pick the controls as the next lowest random numbers within each entry type; PIN 2 for custodial arrests is the match for PIN 1 and PIN 5 is the match for PIN 4 in the contact group. No other cases are randomly assigned and unassigned individuals will be eligible for a new random assignment if they come back in through one of the entry points on another day.

Exhibit 1. Example of Random Assignment

PIN	Random Number	Group	Assignment
1	138	Custodial Arrest	Treatment
2	476	Custodial Arrest	Control
3	102	Non-Custodial Arrest	None
4	122	Contact	Treatment
5	180	Contact	Control
6	367	Contact	None
7	757	Contact	None

SIB Housing Screen

The SIB housing screen that will be completed for each individual randomized to the treatment group is based on the strict HUD definition of homelessness as outlined in the federal HEARTH Act which includes the following categories: core definition (in shelter, on the street, exiting an institution and previously homeless), fleeing domestic violence, persistent housing instability, and imminently losing primary nighttime residence.

The referral strategy will begin with using the screen to screen out any individuals who do not meet the strict HUD definition of homelessness. Individuals who are screened out will not be eligible for supportive housing at that time but will remain in the treatment group and can be re-screened should their situations change in ways that would make them eligible for supportive housing. The screen also includes additional questions that will help us understand if participants who are screened out would be eligible under a slightly modified definition of homelessness.

If the evaluation is at risk of screening out too many participants from the treatment group, therefore creating an equivalency problem between the treatment and control group, and those individuals would be eligible under a modified definition of homelessness, then we will modify the housing screen moving forward and the service providers could continue engaging any treatment individuals who would be eligible under the modified definition. This strategy still allows the evaluation to provide a clear description of the homelessness characteristics of the full treatment group.

The service providers will be trained on how to use the housing screen and Urban will closely monitor the screening process.

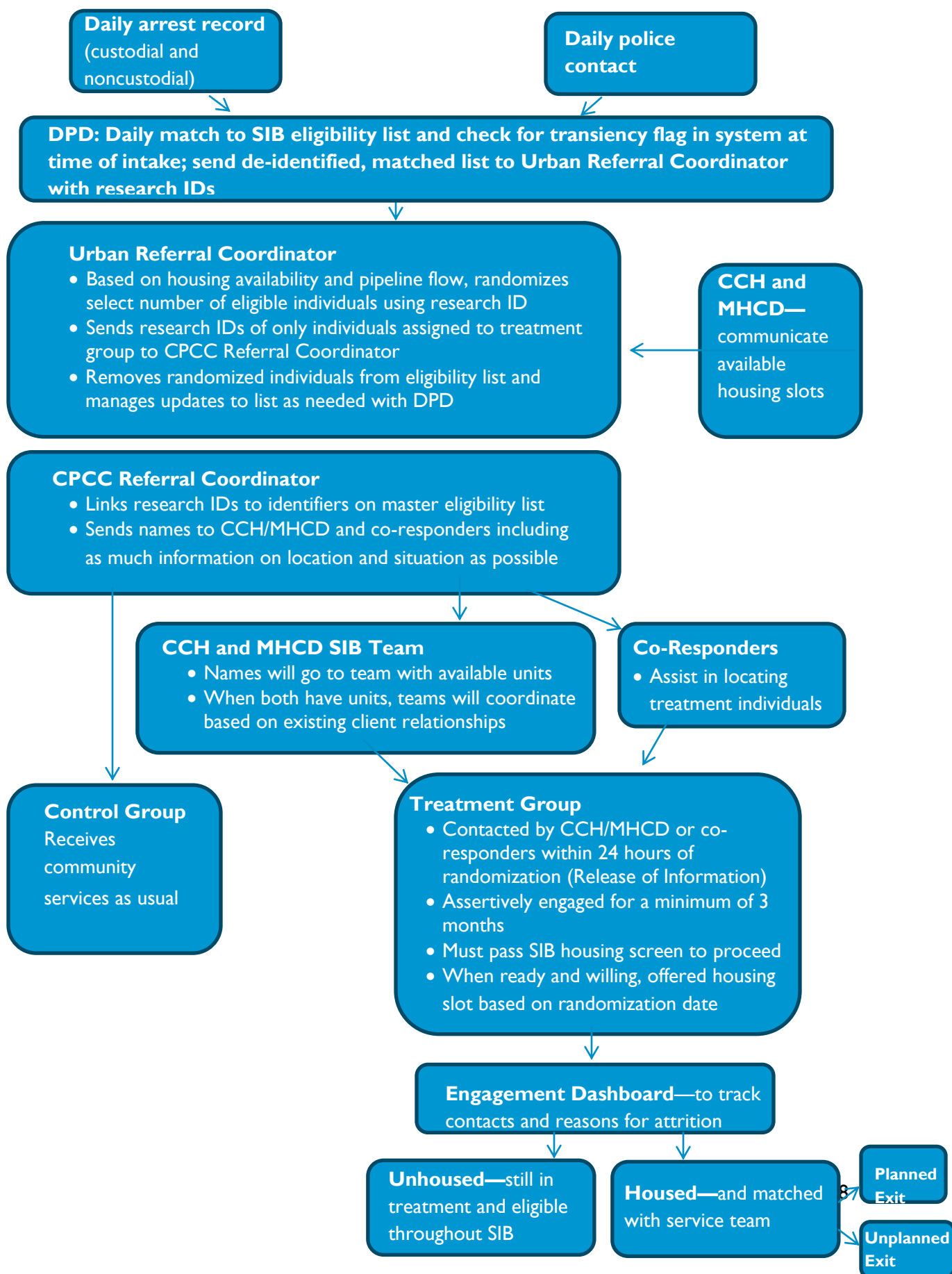
Minimum Treatment Randomization Timeline

The Minimum Treatment Randomization Timeline shown in table 4 below ensures that a sufficient number of individuals are randomized to the treatment group to meet available housing slots. Urban will ensure that individuals are randomized at least one month before housing slots become available to allow for engagement before lease-up. Should the lease-up schedule be amended at any time, Urban can also quickly amend the randomization timeline.

Table 4. Minimum Treatment Randomization Timeline

Month	Total Monthly Projected Placements	Cumulative Projected Placements	Minimum Monthly Treatment Assignments	Minimum Cumulative Treatment Assignments
Nov-15	0	0	0	0
Dec-15	0	0	0	0
Jan-16	0	0	10	10
Feb-16	10	10	15	25
Mar-16	15	25	10	35
Apr-16	10	35	9	44
May-16	9	44	4	48
Jun-16	4	48	4	52
Jul-16	4	52	4	56
Aug-16	4	56	3	59
Sep-16	3	59	3	62
Oct-16	3	62	3	65
Nov-16	3	65	20	85
Dec-16	0	65	20	105
Jan-17	0	65	20	125
Feb-17	0	65	20	145
Mar-17	20	85	20	165
Apr-17	20	105	25	190
May-17	45	150	25	215
Jun-17	45	195	25	240
Jul-17	45	240	10	250
Aug-17	5	245	0	250
Sep-17	5	250	0	250

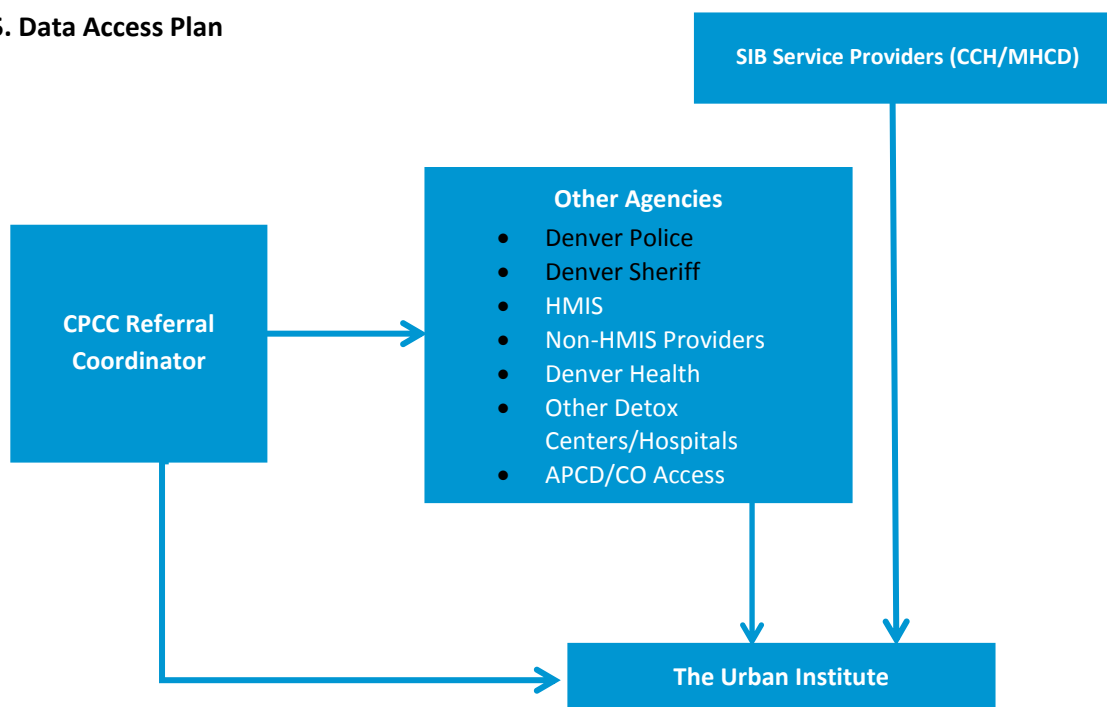
Figure 4. Referral and Randomization Flowchart



Data Sharing and Consent

Urban will collect only de-identified administrative data that is linked by the Urban Institute through a project specific ID that one central agency will share with other administrative data agencies. To make this work, the Denver Crime Prevention and Control Commission (CPCC) will assign a staff person who will fulfill the role of the CPCC Referral Coordinator. The CPCC referral coordinator will have access to the master eligibility list which will include personal identifiers as well as a project specific ID for each individual in the treatment or control group (while Urban will only have the de-identified eligibility list). The CPCC referral coordinator will share the personal identifiers and the project specific ID of the individuals in the study with each of the other agencies from which the Urban Institute will collect administrative data, based on data sharing agreements with each of those agencies. The other agencies will pull the requested data for each individual in the study using the personal identifiers, attach the unique research identifier to their data sets, and strip the personal identifiers from the dataset. Each of the agencies will send their data including the project specific ID directly to the Urban Institute. This will allow the Urban Institute to generate a single de-identified data set with data from each of the agencies. Under this plan, the Urban Institute will never have access to any personal identifiers for any of the participants in the study. This method of data collection and data sharing ensures that no single agency or entity has access to more than one data set with identifiers. Furthermore, the Urban Institute will be in control of the linking process and ensure its quality. The data access plan is depicted in Figure 5.

Figure 5. Data Access Plan



Evaluation Components

Process Study

Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help us interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect information about these different domains, we will manage an engagement dashboard as well as a housing enrollment pipeline. We will conduct annual site visits and key informant interviews with service providers and other important stakeholders. We will also review all program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.

Research Questions

- How are eligible individuals located and engaged?
- How often and quickly do participants take up housing and services? What prevents take up?
- How is the program implemented? Does it align with CSH's Dimensions of Quality?
- Is there fidelity to the initiative's service model?
- Does the provision of supportive services look different for participants in a single site vs. scattered site housing placement?
- How does the intervention look different from usual care?
- What types of systems change and services integration were achieved?
- What are the key facilitators and challenges to successful program implementation?

Data Collection, Sources, and Analysis Methods

We will conduct the process study over the course of the evaluation, collecting and analyzing data at regular intervals. Early data collection will especially inform research design and evaluability. When enrollment begins, the process study will inform the initiative's understanding of program flow, in other words, how many eligible individuals flow through the initiative's intake points on any given day, week, or month. The process study will also collect data on how service providers are able to locate and engage individuals in the treatment group. Because the target population is historically known to be a treatment resistant population, many other similar studies have experienced challenges engaging eligible individuals which results in low take-up rates within the treatment group. To understand how service providers locate and engage individuals, and how those individuals take up (or don't take up) the

housing and services offered through the intervention, the process study will use tools such as an engagement dashboard and referral pipeline. These tools will be maintained in real-time to inform both the research design and program model.

Answering research questions regarding program implementation and challenges will help identify important mid-course corrections. Unpacking the different program components is also critical to describing the entirety of the demonstration and interpreting the results obtained by the impact study.

To help guide the identification and analysis of program components, structures, and processes, we will assess the key components of the initiative and how they compare to CSH's Dimensions of Quality Supportive Housing⁸, which assess whether supportive housing projects are tenant-centered, accessible, coordinated, integrated, and sustainable (CSH 2014). The key components we will examine include:

- **Participants.** Partners, roles, service contributions, levels of staff involved (from front line to leadership), types and modes of interaction, and changes over time.
- **Program Goals.** For individuals and for agencies, and changes over time.
- **Referral and Intake Process.** How individuals get to the program, how intake decisions are made, what tools are used, how the information collected by assessment tools is used, and changes over time.
- **Program Components and Requirements.** For individuals, including program duration and intensity, program features, rules, restrictions, how program components compare to 'usual care' services, and how they change over time.
- **Data and Client Tracking Systems.** How service providers assess individuals over time, the nature and frequency of assessments and data monitoring by program, how data are used to influence program performance, and changes over time.
- **Housing Subsidy Type and Duration.** Housing type, subsidy type (Section 8, Shelter+Care, local rent subsidy program, other), direct to permanent housing or some interim situations, rehousing if participants lose housing, and changes over time.

⁸ Corporation for Supportive Housing (2014) "Dimensions of Quality Supportive Housing" Accessed on January 13, 2016 at http://www.csh.org/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf

- **Supportive Services.** What types of services are offered, how the services are staffed and run, how providers design and implement services and how they differ from “usual care”, how supportive services change over time for individuals.

In addition to describing these key program components and how they align with the Dimensions of Quality Supportive Housing, we will collect information on the larger environment in which the program operates. The supportive housing SIB initiative will operate within the criminal justice and other public systems that will have shifting processes for responding to the target population. We will also document the local housing market which can create both opportunities and challenges for the program. Provider capacity may also differ—some providers may be establishing new program models, while others are launching enhanced versions of existing activities; thus, each provider will have different capacities and experience. We will examine how all of these factors affect program design and implementation.

Because systems change is critical to the success of this program and serving the target population, we will document the strength of the partnerships within the SIB and the level of services integration they achieve. We will document changes in the numbers and types of agencies involved; levels of staff involvement within the various agencies; and the flow of information, clients, and money. We will look at specific structures developed for the project at the line worker, manager, and agency director levels, to establish procedures, unblock bottlenecks and develop strategies to eliminate them in the future, and deal with challenges to project implementation as they arise. Ideally we would also be able to look at the relationship of increasing success at services integration and participant outcomes, hypothesizing that greater integration leads to better participant outcomes.

Finally, we will document what constitutes “usual care” in the Denver community as the program is implemented over time. In doing so, we will rely on the same components as we do in describing the program model, including their absences (e.g., housing subsidies and certain types of supportive services). Understanding the counterfactual—what housing and services individuals in the target populations are likely to receive in the absence of the program—is critical to interpreting the results of the evaluation.

We anticipate using the following qualitative data collection mechanisms:

- **Document Review.** We will request program policy manuals, training tools, and other relevant documents generated by the service providers about their activities.

- **Observation.** We will observe select program components and partner coordination; for example, management meetings and program meetings.
- **In-person staff interviews and provider/partner focus groups.** We will conduct annual in-person interviews with program staff and other appropriate staff respondents.
- **Phone interviews and conference calls.** We will conduct regular calls for program and evaluation updates and coordination among all partners.

The semi-structured interview and observation protocols we use during site visits to conduct interviews and focus groups with key informants and stakeholders will include discussion topics and questions that reflect key research areas, as will the tools used for extracting information from program documents. We will use a qualitative analysis software package, such as NVivo, to organize and categorize key themes and issues. Results will be presented qualitatively and also converted into a few key quantitative measures to be included in the impact analysis. We will develop an effective way to share timely findings from the process study.

Outcomes and Impact Study

The outcomes and impact study will validate both the interim and final payment triggers for the SIB project and contribute to the broader field of supportive housing for frequent user populations. Our outcomes and impact study will have two components: an analysis for the purpose of validating outcomes tied to payments made to investors and a broader impact analysis. For the purposes of the payment triggers, we will measure housing retention, days in housing, and the impact of the program on jail days. For the payment trigger outcomes, we will use a straightforward method of analysis for estimating the outcomes for the sake of clarity and transparency. We will base the broader outcome analysis on a more technical analysis method, producing estimates of the impacts on a host of outcomes including homelessness, arrests, detox visits, Medicaid utilization, and the use of emergency medical services.

Below we describe the measures, data, and analysis methods that will be used for each of these components of the outcomes and impact study. We include a provision for calculating payment outcomes should the program be terminated early as well as an alternative analysis method, should there be inadequate take-up of housing or too many violations of the control condition (i.e. controls obtain housing specifically through the SIB program).

Research Questions

- Do housed participants retain housing?
- Were performance goals met so that investors should be paid?
- Does supportive housing increase housing stability and decrease the utilization of high cost public services (e.g., jails, courts, detox, homeless shelters, hospitals)?
- Do outcomes differ for participants housed in scatter-site housing versus single-site housing?

Measures, Data Collection, Sources, and Analysis Methods

We first describe the data and methodology to be used to estimate the payment triggers of housing retention, days in housing, and jail days. We then describe the data and estimation technique and data to be used for the broader outcome evaluation.

Payment Triggers

The primary payment triggers will be based on measures of housing stability and reductions in jail days. Housing retention and days in housing among the housed treatment group will be used as an interim payment trigger since housing retention is a strong predictor of longer-term outcomes of interest. The final payment trigger for the SIB will be the impact on jail stays, measured by the difference in average jail days between the treatment and control groups.

Housing Stability

Housing stability will be tracked through program and administrative data and will be measured only for the individuals in the treatment group who enter program housing. The threshold, payment points, and other information on how housing stability will be measured are outlined in table 5.

Table 5. Measurement of Housing Stability and Payment Points

Threshold	Payment Points	Limitations
<ul style="list-style-type: none">▪ Individual must maintain a lease for one-year from lease-up date before eligible for payments, as defined in the Contract.▪ The client has a lease, sublease or occupancy agreement in their name, as defined in the Contract.	<ul style="list-style-type: none">▪ After threshold met, City payments made annually starting on 10/30/2017 based upon days in housing before and after threshold according to payment schedule, as defined in the Contract	<ul style="list-style-type: none">▪ Days spent in jail since lease-up date will be subtracted from days eligible for payments, as defined in the Contract.

Exits	
<p><i>Unplanned:</i> If a client meets the condition below prior to achieving the one year threshold, success payments will not be made for that client:</p> <ul style="list-style-type: none"> ▪ Loss of voucher/lease for any reason other than those specified under planned exit reasons (voucher loss can occur after 90 days away from unit (e.g. incarceration, returns to homelessness) or after eviction) 	<p><i>Planned:</i> If a client meets any of the conditions below prior to or after achieving the one year threshold, success payments will be made for the total number of days that the client was stably housed prior to exit at the per diem rate:</p> <ul style="list-style-type: none"> ▪ Death ▪ Exit to other permanent stable housing where the client is named on a lease, sublease or occupancy agreement OR has a letter stating that they are allowed to reside with the leaseholder or owner in the unit on a permanent basis ▪ Tenant entered long-term residential treatment or other level of care (e.g. assisted living) that exceeds 90 days in order to address a physical or behavioral health issue ▪ Tenant was incarcerated for actions solely occurring prior to SIB randomization

The data sources and measures that will be used to calculate housing stability are outlined in table 6. Program data from MHCD and CCH will be collected approximately biweekly through the Engagement Dashboard as specified in the Urban Institute-Mental Health Center of Denver Data Sharing Agreement and Urban Institute-Colorado Coalition for the Homeless Data Sharing Agreement. Data from Denver Sheriff will be collected at least every six months as specified in the Denver Sheriff Department Data Sharing Agreement within the independent evaluator's contract. Data will be linked by unique research ID to calculate housing stability outcomes.

Table 6. Data Sources and Measure for Calculating Housing Stability

Data Source	Measures
MHCD/CCH Program Data	<ul style="list-style-type: none"> - Unique research ID - Lease-up date - Housing exit date - Housing exit reason
Denver Sheriff Department	<ul style="list-style-type: none"> - Unique Research ID - Jail Entry Date - Jail Exit Date - Facility

Jail Day Reductions

Final payment will be based on the program's impact on reducing jail days. Jail day reductions will be measured as the average difference of jail days between the treatment and control groups, over a

period of three years from randomization date, and estimated using a treatment-on-the treated (TOT) approach, as described in the analysis plan below. The payment for jail day outcomes will be made at the end of the evaluation period.

Estimation Method

To understand the calculation of the Treatment-on-the-Treated (TOT), we first explain how treatment impacts are estimated Intent-to-treat (ITT). The ITT estimate is defined as the difference between the average outcomes for those referred to the SH-SIB (the Treatment Group) and those not referred to the SH-SIB (the Control Group), adjusting for pre-randomization covariates.

All eligible individuals randomized to the treatment population will be counted in the treatment population, regardless of whether they actually engage with the service provider, pass the SIB housing screen, or obtain housing. All eligible individuals randomized to the control population will be counted in the control population, even if they enroll with the service provider or obtain housing.

Calculation: The ITT estimate is measured as the average individual outcomes for the treatment population less the average individual outcomes for the control population. We control for pre-randomization covariates using a regression framework. Specifically the ITT estimate, π_y , would be measured using the regression equation below:

$$Y_i = \alpha + \beta^T T_i + \sum_{n=1}^N \beta^n X_i^n + \varepsilon_i$$

Y_i is the number of jail days for each individual, i , that was randomly assigned. T_i is an indicator equal to 1 for individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. β^T is the parameter of the ITT effect on the outcome (Y_i) the number of population members assigned to the treatment population and control population, respectively. X^n is a vector of pre-randomization covariates and β^n is the vector of coefficients on the covariate, X^n . ε is the regression error term. The inclusion of the pre-randomization covariates is intended to improve the precision of the estimates. The initial proposed list of covariates to control for in the model is:

$X_i^1 \dots X_i^{Nn}$: Race, Gender, Age, Number of Prior Custodial Arrests (8/1/2012-7/31/2015), Number of Prior Transient Arrests (8/1/2012-7/31/2015), Number of Prior Non-Custodial Arrests (8/1/2012-7/31/2015), and Entry Type (Contact, Non-Custodial Arrest, Custodial Arrest)

The exact covariates will be finalized after reviewing the historical data for data quality and completeness. In addition, the sample will be evaluated for equivalence between the treatment and control groups on observable pre-randomization variables. Although random assignment is intended to create two equivalent groups, small samples can result in some differences between the groups by chance. Variables that show differences between the two groups at $p=.05$, that is, with at least 95 percent confidence they are different, will be included as covariates in the regressions. The Urban Institute will provide the final regression specification no later than 6/1/2018, approximately 6 months after the latest date at which the evaluation could be fully enrolled.

The TOT estimate will be calculated using an "instrumental variable" estimate (IV).⁹ The IV estimate is a "per-person served" estimate, among those who comply with referral assignment that accounts for the fact that some people referred to SH-SIB may not enroll and some people in the control group may end up receiving services from the SH-SIB. For example, imagine that all study participants can be divided into three types of individuals: 1) those who will always enroll in SH-SIB regardless of whether they are referred to it or not; 2) those who will never enroll in SH-SIB even if they are referred to it; and 3) those who comply with whatever referral assignment they are given, whether it is to enroll in SH-SIB or to remain in the control group. The IV estimate represents the effect of SH-SIB enrollment on study outcomes among this third group, the compliers. In the special circumstance where decisions to comply or not are independent of the study outcomes, the IV estimate also represents the average treatment effect.

Calculation: The IV estimate scales up the ITT estimate by the difference between the treatment and control groups' fractions enrolled in SH-SIB. Conceptually, the Urban Institute will estimate the effect of referring an individual to SH-SIB on enrollment in SH-SIB in exactly the same manner as calculating the ITT above, except that the dependent variable in the model will be enrollment:

$$P_i = \alpha + \delta^T T_i + \sum_{n=1}^N \delta^n X_i^n + \varepsilon_i$$

P_i is 1 if individual, i , actually enrolled in the program regardless of whether they were in the treatment or control group. Enrollment will be defined as the participant having an initial housing lease-up date in SIB housing. T_i is an indicator equal to 1 for individuals who were assigned to the treatment group and 0 for individuals assigned to the control group. δ^T is the parameter of the effect of getting

⁹ Angrist, Joshua D., Guido Imbens, and Donald B. Rubins (1996): "Identification of Causal Effects Using Instrumental Variables." *Journal of the American Statistical Association* 91, 444-72.

randomly assigned into treatment on actual enrollment (P_i). X^n is a vector of pre-randomization covariates and β^n is the vector of coefficients on the covariates, X^n . ε is the regression error term. The IV estimate is the ratio of the two estimates:

$$\text{TOT estimate} = \frac{\beta^T}{\delta^T}$$

In practice, the two equations will be estimated simultaneously using a two-stage least squares (2SLS) estimation procedure. In the first stage, the dependent variable (enrolling in the program, i.e. leasing-up) is regressed on the exogenous covariates plus the instrument (randomization into treatment). In the second stage, fitted values from the first-stage regression are plugged directly into the structural equation in place of the endogenous regressor (enrolling in the program). We will include the same covariates as used in the ITT regression.

Since the payment schedule specifies the payment amount in “per person served” units, the IV estimate will be the basis for the performance-based outcome payments as it represents the per-participant served difference in mean jail days between the treatment and control group, among those who comply with referral assignments.

Determining individuals included in jail day reduction analyses

All individuals who have been randomly assigned to the treatment or control group for at least 3 years prior to the last day of the observation period will be included for the ITT estimate of jail days. For the TOT estimate we will define the treatment group as all individuals who had an initial lease-up date in SIB housing at least 3 years prior to the last day of the observation period. If an individual has been in the defined treatment group for longer than 3 years, we will look at the first 3 years they were in the treatment group as defined for the analyses. Therefore, any individuals enrolled after January 1, 2018 will not be included in the final verification of jail day outcomes.

However, referrals will continue past this point (if and when housing slots are open), since individuals enrolled in the treatment group after that point are still potentially eligible to generate housing stability payments. Based on the housing stability threshold for payment of one year after initial lease-up, any individuals enrolled after January 1, 2020 will not be eligible to generate housing stability payments. At this point, the City will determine whether the referral process should continue (if and when housing slots are open), even though any individuals enrolled after 1/1/20 will not be included in the evaluation outcomes.

The data sources and measures that will be used to calculate reduction in jail days are outlined in table 7. Jail days will be collected from the Denver Sheriff at least every six months as specified in the Urban Institute-Denver Sheriff Department Data Sharing Agreement.

Table 7. Data Sources and Measure for Calculating Reduction in Jail Days

Data Source	Measures
Denver Sheriff Department	<ul style="list-style-type: none">- Unique Research ID- Jail Entry Date- Jail Exit Date- Facility

Jail Day Reductions Early Analysis Check Point

Although jail day reduction outcomes for payment purposes will not be analyzed until the final wind-up period in 2021, UI will provide an early analysis of jail day reduction outcomes at an interim “check point” during the SIB project period.

An early analysis of jail day reduction outcomes will require a minimum sample of 150 randomized individuals, which we assume will be 75 individuals in treatment and 75 in the control group. Further, we will conduct our early analysis after this first group of 75 individuals assigned to the treatment group has been assigned for at least two years, as the evidence from other similar studies have measured jail impacts over at least two years. If the current projected housing timeline is maintained, the SIB will have at least 75 individuals assigned to the treatment group by March 2017, and so two years later, the conditions for the early analysis check point would be met in March 2019, about three years into the study. If the housing timeline is adjusted, we will conduct the early analysis on jail day reduction outcomes whenever the conditions for the check point are met, and will share the early analysis with the City, PFS Lenders and SPV within 6 months of the project meeting the conditions for the check point.

For this early analysis we will caution that, with this relatively small sample size, we will not be looking for any specific effect size or statistical significance at this check point, but rather evidence that there is a difference between the treatment and control groups as expected.

Early Outcomes Termination Process

If the agreement is terminated early, the outcome measurements for payment purposes, if appropriate as specified in the SIB contract, will be calculated in the following ways:

Housing Stability: Outcomes will be measured for all participants meeting the payment requirement prior to the early termination quarter as outlined in the research design and Contract.

Jail Days:

If (i) this Contract is terminated prior to the end of the Project Term due to a Termination Event, ii) at least seventy-five (75) Participants were included as part of the Treatment Group for a period of at least one (1) year, and (iii) at least seventy-five (75) Eligible Referrals were included as part of the Control Group for a period of at least one (1) year, then jail day reduction outcomes will be measured for these individuals' first years following random assignment and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for one year. In this scenario, individuals who have been randomly assigned for less than one year will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least two years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals' first two years following random assignment and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for two years. In this scenario, individuals who have been randomly assigned for less than two years will not be included in the analysis.

If the minimum sample size as described above for a Termination Event is reached and the individuals in the minimum sample have been randomly assigned for at least three years prior to the date of early termination, then jail day reduction outcomes will be measured for these individuals' first three years following random assignment and analysis will be conducted as described in the research design to determine both an ITT and TOT estimate of the difference in jail days for three years. In this scenario, individuals who have been randomly assigned for less than three years will not be included in the analysis.

Alternate Analysis Plan for the Trigger Payments

An alternative analysis plan for trigger payments will apply if the difference between the percentage of treatment population members that enroll less the percentage of the control population members that enroll with the service provider is greater than or equal to 0.3. Should the enrollment difference be less than 0.3, then an insufficient enrollment difference will occur. In the event of an insufficient enrollment difference, UI will utilize an alternative approach that replaces the control population with a historical

comparison group using a matching procedure, propensity score matching, to determine the alternative reduction in jail days outcome.

Propensity Score Approach: The propensity score approach will create a comparison group that is as similar as possible to those enrolled in the program in their distribution of observable characteristics. The comparison sample will be pulled from administrative data and meet the targeting criteria for our eligible sample at the time they are pulled. The propensity score is the estimated probability that an individual randomized into treatment is enrolled into the program based on individual characteristics. In the analysis procedure, the individual will be weighted as a function of their propensity score. UI will estimate the propensity score using the treatment sample via the following logistic regression:

$$E_i = g(\alpha + \sum_{k=0}^K \beta_k X_{ik})$$

where E_i is a binary indicator for whether individual i is enrolled in the program; α is the overall intercept; X_{ik} is the k th covariate for the individual i , with associated coefficient β_k and $g()$ is the logistic function. The covariates to be used will be defined by UI as a part of finalizing this methodology. The propensity scores will be checked for balance and overlap. If the propensity scores generate extreme weights, these weights will be trimmed.

UI will estimate the weights using the following methodology. The weight for each individual enrolled in the program will be 1. The weight for each individual, j , in the comparison samples will be:

$$W_j = \frac{1 - \widehat{PS}_j}{\widehat{PS}_j}$$

where \widehat{PS}_i is the estimated propensity score for each individual i .

The propensity score weighted effect will be estimated as:

$$ITT_{PS} = \widehat{Y}_E - \widehat{Y}_{CS}$$

where \widehat{Y}_E and \widehat{Y}_{CS} are estimate by applying the weights to the observed outcomes, Y :

$$\widehat{Y}_E = \frac{\sum_{j=1}^{N_E} Y_j^E}{N^E}$$

$$\widehat{Y}_{CS} = \frac{\sum_{j=1}^{N_{CS}} Y_j^{CS} W_j^{CS}}{\sum_{j=1}^{N_{CS}} W_j^{CS}}$$

N_E and N_{CS} are the number of individuals enrolled in the program and the comparison group, respectively; Y_i^E is the outcome (number of days in jail) for each individual, i , enrolled in the program and Y_j^{CS} is the outcome (number of days in jail) for each individual, j , enrolled in the comparison group; W_j^{CS} is the weight for each individual in the comparison group.

Broader Impact Study

The broader impact study will go beyond the measures used for payment triggers. Annual administrative data (detailed in the Data Access Plan above) will be used to measure the impact of the intervention on jail stays, homelessness, arrests, use of detox and other health services, and Medicaid utilization. These measures directly relate to the intermediate outcomes and final outcomes outlined in the Theory of Change. The broader study will also examine whether outcomes differ for participated housed in scatter-site versus single-site housing. Table 8 outlines the data sources and measures of interest for each outcome by study component. De-identified individual-level data will be linked by a unique research ID to facilitate analysis while maintaining confidentiality.

Table 8. Data Sources and Measures for Other Impacts

	Outcome	Data Source	Measure
Process Study	Housing Stability	MHCD/CCH Program Data	Unique research ID Random assignment date Client location and date Number of client contacts and dates Client housing screen outcome and date Client agreement to housing and date Voucher application outcome and date Housing orientation and date Voucher issuance date Voucher denial date Voucher denial reason Lease-up date Voucher loss reason and date Rent HAP Services Utilization (date, type, dosage, duration)
Outcomes and Impact Study	Jail Days	Denver Sheriff	Unique Research ID Charges Jail Entry Date Jail Exit Date Facility Exit Reason
	Homelessness	Denver HMIS Non-HMIS homeless service providers (Rescue Mission, St.	Unique Research ID Shelter Entry Date Shelter Exit Date Shelter Type

		Francis)	Living situation prior to homelessness Destination Services Received
	Arrests	Denver Police	Unique Research ID Demographics Contact Date Contact Reason Arrest Date Arrest Reason Indicator of Transient Arrest Indicator of Custodial Arrest
	Detox Visits	Denver Health (Denver Cares) HCPF/APCD Databases	Unique Research ID Detox Entry Date Detox Exit Date Detox Admission Reason Detox Exit Destination Services Administered
	Use of Emergency Medical Services	Denver Health HCPF/APCD Databases	Unique Research ID Emergency Room Entry Date Emergency Room Exit Date Emergency Room Admission Reason Emergency Room Services Administered Emergency Room Exit Status
	Medicaid Utilization	HCPF/APCD Databases	Unique Research ID Medicaid Enrollment Claim Data for Services: Date of Visit, Type of Visit

Analysis Methods for Broader Impact Study

Similar to the trigger payments estimation, the broader impact study will use both ITT and TOT methods to estimate the impacts of the program. For the ITT estimate, we will calculate both the straightforward difference in means described above and use a regression-based method that controls for measured characteristics, in order to control for sampling variation which can lead to differences in the characteristics of members in each group, particularly in smaller samples.

We will use an instrumental variables (IV) approach to calculate the TOT for the broader impact study.¹⁰ In this approach, as described previously for jail day reduction estimates, randomization into the treatment group is used as an instrument for actual treatment to remove some of the bias caused by selection into take-up. We will include the same covariates as used in the ITT regression. We will evaluate this model using multiple different definitions of treatment including lease-up, engaged in services and leased up for 6 months, engaged in services and leased up for 12 months.

¹⁰ Angrist, Joshua D., Guido Imbens, and Donald B. Rubins (1996): "Identification of Causal Effects Using Instrumental Variables." *Journal of the American Statistical Association* 91, 444-72.

In Table 9, we show minimum detectable effect sizes for possible outcomes of a binomial variable with 80 percent power in a two-tail test at the traditional .05 significance level. The effect size puts differences in outcomes in percentage terms. From the earlier equations, the percent difference ITT estimate will be calculated as $\frac{\pi_Y}{Y_C}$. As can be seen, the current design can be expected to allow us to detect effect sizes of 25 percent at the .05 significance level, which the literature suggests is reasonable to expect for reduced jail time. Should program take-up be an issue, as we expect it may be, the effect size needed among the treated group in program housing will increase, since we assume the effect for those in the treatment group who don't take up housing will be zero. The effect sizes listed for the TOT in the last column of table 9 come from a Bloom¹¹ adjustment to the ITT estimate, a conservative approximation of the IV estimates of the TOT, as described earlier. The estimates in table 9 are conservative for both the ITT and TOT as they do not reflect regression-based estimates. Regressions in the ITT and in the IV equation should improve the precision of our estimates, allowing us to identify smaller effects.

Table 9. Minimum Detectable Effect Sizes

Control Group	Treatment Group	Number Treated	Take Up	Effect Size for ITT	Effect Size for Treated (TOT)
250	250	250	100%	0.25	0.25
333	333	250	75%	0.22	0.29
417	417	250	60%	0.19	0.32
500	500	250	50%	0.18	0.36
581	581	250	43%	0.16	0.37
676	676	250	37%	0.15	0.41

Housing Type Analysis

In addition to conducting an impact analysis on the broader outcomes, we will explore how outcomes differ by housing type (scatter-site or single-site). Since the evaluation will not randomly assign individuals within the treatment group to one of the two types of housing, the results of this comparison will not be causal. Without randomization, certain types of individual may be more likely to end up in one housing type than the other. We will not be able to determine whether the difference in the

¹¹ Bloom, Howard S. (1984) "Accounting for No-shows in Experimental Evaluation Designs." *Evaluation Review* 8, 225-246.

outcomes across the two types of housing reflects differential effects by housing type or reflects differences in the individuals placed in each type. We will, however, be able to control for some of the observable differences in types of individuals placed in each housing type. We believe these observable differences will be driven largely by consumer preference, eligibility for the housing type, and the timing of randomization and housing availability. We will use regression analysis to estimate the difference in outcomes between the two types of housing, controlling for these factors as much as possible. To conduct this analysis, we will collect information in the service provider engagement dashboard on whether participants exercise choice in housing type, are placed in a housing type based on individual characteristics that affect housing type eligibility, such as chronic homelessness or sex offender status, and the type of housing available at each participant's time of randomization. This analysis will be conducted during the final wind-up period and reported along with final outcomes.

Data Security and Ownership

Data Security

Data will be provided via Secure File Transfer Protocol (SFTP) with password protection. This is the ONLY acceptable method of providing data. The following methods are UNACCEPTABLE: Plain text email, USPS with unencrypted CD-ROM, UNSECURE File Transfer Protocol (FTP), and all other methods that are not mentioned above.

UI Staff will use PGP software to encrypt the administrative data file and password-protect the hard drive. If we need to make backup copies of restricted data files, we will encrypt the files before the backup takes place. All restricted data and extracts will be encrypted. All backups of data onto CDs/DVDs will be stored in a locked file cabinet in the researcher's office. Only research staff who has signed confidentiality pledges will be allowed to access the data.

We will treat all data derived from restricted data in the same manner as the original restricted data. Data derived from restricted data include, but are not limited to, subsets of cases or variables from the original restricted data; numerical or other transformations of one or more variables from the original restricted data; and new variables constructed from the original data.

Data Ownership

Urban will have full ownership of all data we collect for this study. We are bound by IRB-approved standards of confidentiality and will not be able to turn over raw data to the City of Denver, SPV, investors, or any other stakeholders. In the event any of these entities requests an audit of the data to verify the outcomes reported by Urban, the requesting entity may select and fully pay for a qualified independent researcher to travel to Urban and conduct an audit of the data needed to verify the outcomes tied to the SIB payment triggers. The qualified independent researcher must sign the confidentiality pledge signed by all on the research team and would operate under the same IRB standards of confidentiality as the research team. The qualified independent researcher would only have access to the data outlined in table 11 below for the purposes of verifying the outcomes tied to the SIB payment triggers:

Table 11. Data for Outcome Verification for SIB Payment Triggers

Data Source	Measures
MHCD/CCH Program Data	<ul style="list-style-type: none">- Unique research ID- Random assignment date- Client housing screen outcome and date- Client agreement to housing and date- Voucher application outcome and date- Voucher issuance date- Voucher denial date- Voucher denial reason- Lease-up date- Voucher loss reason and date
Denver Sheriff	<ul style="list-style-type: none">- Unique Research ID- Jail Entry Date- Jail Exit Date- Facility

In the event that Urban's role as the independent evaluator is terminated, and a new independent evaluator is selected, new data sharing agreements must be negotiated between the new independent evaluator and each of the agencies from which data was collected before Urban can turn over any data to the new independent evaluator. It will be incumbent on the new independent evaluator to ensure any necessary confidentiality and data security protocols are in place such that new data sharing agreements can be signed with each administrative data agency that allow Urban to turn over any data already collected to the new independent evaluator.

Reporting & Findings

Final reports and findings will be presented in aggregate form only. No data will be presented in such a way that individuals could be identified. Frequencies and cross-tabulations will be sufficiently aggregated to protect individuals from identification through unique combinations of sensitive information and geographic identifiers. We may impose other restrictions based on our assessment of the data.

Destruction of Data

All data maintained online in the randomization tool database will be cleared within a month of completing random assignment. All data will be destroyed by June 2022, or two years after the final project windup. The Urban Institute will use PGP data encryption software to permanently destroy all datasets in a way that renders them unreadable.

Project Monitoring and Outcomes Reports

Project Monitoring

For project monitoring purposes, UI will maintain a biweekly engagement dashboard (Attachment A) and monthly pipeline dashboard (Attachment B). Data for these dashboards will be collected at least biweekly from CCH and MHCD as specified in Data Sharing Agreements with each service provider. The biweekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program to be used by the service providers and Urban Institute to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that UI will share with the City and SPV. The process for project monitoring will follow the schedule outlined in table 12 below.

Table 12. Project Monitoring Reports

Report Name	Frequency and Distribution	Description	Source
Engagement Dashboard	Biweekly—data dashboard due to UI on 15 th and 30 th of each month	Individual-level data of client engagement and enrollment	CCH, MHCD
Pipeline Dashboard	Monthly—data dashboard due to the City on 15 th of each month	Aggregate number of referrals, assignments, housing outcomes	UI

Outcome Reports

UI will submit outcome reports on housing stability starting in quarter 7 and continuing every 6 months (although payments will only be made annually) thereafter as indicated in the table below through the evaluation project wind up in quarter 22. UI will conduct the outcome measurements on jail days for final payment purposes in the evaluation project wind up in quarter 22. Outcome reports (Attachment C) will be delivered to the City and SPV by the 15th of the last month of the quarter, as outlined in table 13 below.

NOTE: Urban's ability to produce the report on time is dependent upon receiving proper information from providers and the Sheriff's Department. To the extent there are delays, Urban may request reasonable extensions. Payment dates will be adjusted accordingly.

Table 13. Outcome Reports

Project and Payment Quarter	Outcome Report Delivered	Quarter Ending	Period of Project Under Evaluation, Housing Stability	Housing Stability Outcomes Observed Through	Period of Project Under Evaluation, Jail Days	Jail Days Outcomes Observed Through
7	9/15/17	9/30/17	Q1-6	6/30/17		
9	3/15/18	3/31/18	Q1-8	12/31/17		
11	9/15/18	9/30/18	Q1-10	6/30/18		
13	3/15/19	3/31/19	Q1-12	12/31/18	Q1-12*	12/31/18*
15	9/15/19	9/30/19	Q1-14	6/30/19		
17	3/15/20	3/31/20	Q1-16	12/31/19		
19	9/15/20	9/30/20	Q1-18	6/30/20		
22	5/15/21	6/30/21	Q1-20	12/31/20	Q1-20	12/31/20

*This report will be an initial analysis of jail day outcomes for an early cohort of participants and will not be used for payment purposes. These are approximate dates for the report, but analysis will only be conducted when conditions for the check point are met, as described on pages 26-27.

Attachment A. Biweekly Engagement Dashboard

ID	RA Date	Located	Date First Located	Number of Contacts	Date of Last Contact	Date of Last Attempt to Engage
<i>Unique research identifier</i>	<i>Random assignment date</i>	<i>Client was located (Y/N)?</i>	<i>Date first contact with CCH/MHCD</i>	<i>Number of contacts with the client prior to agreement to housing</i>	<i>Date of last contact prior to agreement to housing</i>	<i>Date of last attempt to contact prior to agreement to housing</i>

Passed Housing Screen	Date of Housing Screen	Agreed to Housing	Date Agreed to Housing	Packet Approved	Date of Packet Approval	Case Manager
<i>Client passed SIB eligibility housing screen (Y-Chronic, Y-SIB definition, No)?</i>	<i>Date client passed housing screen</i>	<i>Agreed to housing (Y/N)?</i>	<i>Date client agreed to housing</i>	<i>Voucher application approved (Y/N)?</i>	<i>Date of voucher application approval</i>	<i>Name of case manager</i>

Housing Orientation	Date of Orientation	Housing Lease Up	Housing Subsidy Source	Date of Lease Up	Housing Type Assignment	Housing Type Reason
<i>Housing orientation completed (Y/N)?</i>	<i>Date housing orientation completed</i>	<i>Housing lease up outcome: Yes, No-Still Looking, No-Voucher Expire, No-Lost Voucher, No-Other?</i>	<i>Housing subsidy source: SIB subsidy, CoC voucher, DHA voucher, CDOH voucher</i>	<i>Date of housing lease up</i>	<i>Single-site or scatter-site?</i>	<i>Is there any specific reason the individual was placed in the housing type (choice, sex offender status, other eligibility issue, etc.?)</i>

Clinical Intake	Date of Intake	Planned Housing Exit	Date of Planned Housing Exit	Unplanned Housing Exit	Date of Unplanned Housing Exit
-----------------	----------------	----------------------	------------------------------	------------------------	--------------------------------

<i>Clinical intake completed (Y/N)?</i>	<i>Date clinical intake completed</i>	<i>Exited housing for: other permanent housing, residential treatment, prior offense incarceration, death? Leave blank if no exit.</i>	<i>Date of planned housing exit</i>	<i>Exited housing for: voluntary voucher loss, lease violation voucher loss, other voucher loss? Leave blank if no exit.</i>	<i>Date of unplanned housing exit</i>
---	---------------------------------------	--	-------------------------------------	--	---------------------------------------

Attachment B. Monthly Pipeline Dashboard

	Total	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16
Referrals								
Total on Eligibility List								
Eligible Individuals Identified								
<i>Arrest</i>								
<i>Police Contact</i>								
<i>Jail</i>								
Eligible Individuals Randomized								
Control								
Treatment								
# Not Found								
# Found								
<i>Failed Housing Screen</i>								
Passed Housing Screen								
<i>Agreed to Housing</i>								
<i>Refused Program</i>								
<i>Found Ineligible for Voucher</i>								
Housing								
# Available Slots								
# Issued Voucher								
# Not Leased Up								
<i>Still Looking for Housing</i>								
<i>Voucher Expired</i>								
<i>Lost Voucher</i>								
<i>Other</i>								
# Leased Up								
# Exited Housing								
Planned Exit Event								
<i>Other Permanent Housing</i>								
<i>Residential Treatment/Other Care</i>								
<i>Prior Offense Incarceration</i>								
<i>Death</i>								

Unplanned Exit Event		
Lost Voucher- Voluntary		
Lost Voucher- Lease Violation		
Lost Voucher- Incarceration		
Lost Voucher- Other		

Attachment C. Quarterly Housing Stability Outcomes Report

	Period under evaluation: Q1-7 (outcomes observed through 9/30/17)							Period under evaluation: Q1-9 (outcomes observed through 3/31/18)							Period under evaluation: Q1-11 (outcomes observed through 9/30/18)						
	Housing Type			Race				Housing Type			Race				Housing Type			Race			
	All	Scattered Site	Single Site	B	W	H	O	All	Scattered Site	Single Site	B	W	H	O	All	Scattered Site	Single Site	B	W	H	O
Number of participants meeting payment requirement																					
Number of participants maintaining voucher for 365 days																					
Number of participants with planned exit event																					
Total days in housing for participants meeting payment requirement																					
Total days in jail for participants meeting payment requirements																					
Total adjusted days in housing for participants meeting payment requirement																					

Total new adjusted days in
housing for participants
meeting payment
requirement

Attachment D. Early Analysis Check Point and Final Wind Up Jail Days Outcomes Report

Period under evaluation: Project Quarters 1-20 (outcomes observed through 12/31/20)							
	Housing Type		Race				
	All	Scattered Site	Single Site	Black	White	Hisp.	Other
Number of participants assigned to treatment group for at least 3 years (2 years for early analysis check point)							
Total days in jail							
Average days in jail							
Number of participants assigned to control group for at least 3 years (2							

years for early analysis check point)
Total days in jail
Average days in jail
Difference in total jail days
Difference in average jail days

Attachment E. SIB Housing Screen

Client SIB ID:

Date of Screen:

Instructions: Start with Question 1 and follow the instructions. If you reach a question where the answer is identified as **ELIGIBLE**, circle the eligible answer. The participant is eligible and the screen is complete.

If you reach a question where the answer is identified as **NOT ELIGIBLE**, circle the not eligible question. The participant is not eligible. **Continue** asking the next question and follow the instructions until you reach another question where the answer is ELIGIBLE or NOT ELIGIBLE. Circle this answer- the screen is complete.

If the individual meets the HUD definition of chronically homeless, also complete the **Chronic Homelessness Qualification Checklist**.

1. Where are you currently living?

- ☐ Apartment/House/Room where the individual has a lease, occupancy agreement, or own -- **GO TO QUESTION 2**
- ☐ With Friend/Family -- **GO TO QUESTION 3**
- ☐ Motel/Hotel – **GO TO QUESTION 3**
- ☐ Hospital, Rehabilitation Center, Drug Treatment Center, Jail, Other Temporary Institution – **GO TO QUESTION 8**
- ☐ Transitional housing – **ELIGIBLE (CORE DEFINITION)**
- ☐ Emergency Shelter --**ELIGIBLE (CORE DEFINITION)**
- ☐ Anywhere outside (e.g., street, vehicle, abandoned building) – **ELIGIBLE (CORE DEFINITION)**

2. Are you trying to leave a domestic violence situation?

- ☐ No -- **NOT ELIGIBLE**
- ☐ Yes -- **GO TO QUESTION 4 (FLEEING DOMESTIC VIOLENCE)**

3. Will you be able to stay here or somewhere else for the next 2 weeks?

- ☐ No -- **GO TO QUESTION 4**
- ☐ Yes -- **GO TO QUESTION 5**

4. Do you know where you will stay when you leave your current situation?

- ☐ No -- **ELIGIBLE (IMMINENTLY LOSING PRIMARY NIGHTTIME RESIDENCE)**
- ☐ Yes -- **GO TO QUESTION 5**

5. Are you 24 years of age or younger or a family with children and/or youth?

- ☐ No -- **NOT ELIGIBLE**
- ☐ Yes -- **GO TO QUESTION 6**

6. Have you had your own lease, occupancy agreement, or owned a home in the last 2 months?

- ☐ No -- **GO TO QUESTION 7**
- ☐ Yes -- **NOT ELIGIBLE**

7. How many times have you moved in the last 2 months?

- ☐ Less than two times -- **NOT ELIGIBLE**
- ☐ Two or more times -- **ELIGIBLE (PERSISTENT HOUSING INSTABILITY)**

8. How long have you been in the hospital/rehabilitation center/drug treatment center/jail/other temporary institution? (Note: if individual in multiple institutional settings in a row, add total time)

- ☐ 3 Months or Less -- **GO TO QUESTION 9**
- ☐ More than 3 Months -- **NOT ELIGIBLE**

9. Where were you staying right before you went to the hospital/rehabilitation center/drug treatment center/jail/other temporary institution? (Note: if individual in multiple institutional settings in a row, determine situation prior to first institutional setting)

- ☐ Apartment/House/Room where the individual has a lease, occupancy agreement, or owned -- **NOT ELIGIBLE**
- ☐ With Friend/Family -- **NOT ELIGIBLE**
- ☐ Motel/Hotel – **NOT ELIGIBLE**
- ☐ Transitional housing – **NOT ELIGIBLE**
- ☐ Emergency Shelter --**ELIGIBLE (CORE DEFINITION)**
- ☐ Anywhere outside (e.g., street, vehicle, abandoned building) – **ELIGIBLE (CORE DEFINITION)**

****Complete Questions 10-13 for any individual who answered Question 9, even if not eligible****

10. Will you be able to stay there or somewhere else for the next 2 weeks?

- ☐ No -- **GO TO QUESTION 11**
- ☐ Yes -- **GO TO QUESTION 12**

11. Do you know where you will stay when you leave your current situation?

- ☐ No -- **ELIGIBLE (IMMINENTLY LOSING PRIMARY NIGHTTIME RESIDENCE)**
- ☐ Yes -- **GO TO QUESTION 12**

12. Have you had your own lease, occupancy agreement, or owned a home in the last 2 months?

- ☐ No -- **GO TO QUESTION 13**
- ☐ Yes -- **NOT ELIGIBLE**

13. How many times have you moved in the last 2 months?

- ☐ Less than two times -- **NOT ELIGIBLE**
- ☐ Two or more times -- **ELIGIBLE (PERSISTENT HOUSING INSTABILITY)**

Attachment F. Chronic Homelessness Screen

Client Name: _____

HUD defines a Chronically Homeless person as: an unaccompanied homeless person (a single homeless person who is alone and is not part of a homeless family and not accompanied by children).

Part I. Disabling Condition (*Check appropriate box(es)*):

- ☐ A diagnosable substance abuse disorder
- ☐ A serious mental illness
- ☐ A developmental disability
- ☐ A chronic physical illness or disability, including the co-occurrence of two or more of these conditions.

Acceptable forms for documenting a person's disability status are as follows and must be completed by a knowledgeable professional: (*One of the following must be obtained*)

- ☐ Med-9
- ☐ SSDI/SSI/TPQY Statement (within 45 Days of paperwork submitted)
- ☐ Signed Disability Verification Form
- ☐ Signed Letter (on Letterhead) from social service agency confirming disability
- ☐ Hospital Record stating disability or mental health diagnosis

Part II. Literally Homeless Status (*Check ONE*):

- _____ is living in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street).
VERIFICATION: Statement of situation and signature of current service provider.
- _____ is staying at an emergency shelter for homeless persons or safe haven.
VERIFICATION: Statement of situation and signature of shelter staff.
- _____ is in rapid re-housing or supportive housing for homeless persons who was originally chronically homeless and came from the streets or emergency shelters; and/or in any of the above places but is spending a short time (up to 90 consecutive days) in a hospital or other institution.
VERIFICATION: Statement of situation and signature of rapid re-housing/ supportive housing staff.
- _____ is exiting an institution where they resided for 90 days or less AND were residing in emergency shelter or place not meant for human habitation immediately before entering institution.
- ☒ _____ is an individual fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions related to violence, who have no identified subsequent residence; AND lack the resources and support networks needed to obtain other permanent housing.

Part III. *Chronically Homeless Status (Check ONE):*

☐ The individual has been continuously homeless for a year or more.

☐ The individual has had four (4) episodes of homelessness in the last three (3) years that total at least 12 months (3 months self-report; 9 months 3rd Party Verification)

Part II or III is supported by Third Party Certification, which includes dates and locations of homelessness, from one or more of the following: *Check ALL that apply.* This third party or narrative verification should include dates and locations of episodes of homelessness. Verification Levels should be attempted in order from I through 4. Narrative should include date(s) attempted for third party verification and date(s) completed as appropriate.

First Level of Verification

- ☐ Signed Third Party letter (s) on agency letterhead from a shelter worker, homeless service provider, outreach worker, other healthcare or human service provider attesting to homelessness. Print outs from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Second Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of phone/in person/email conversations with a shelter worker, homeless service provider, outreach worker, other healthcare or human service provider attesting to homelessness. Print outs from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Third Level of Verification

- ☐ Signed written documentation on agency letterhead by Intake Worker of their observations of the client's housing history attesting to homelessness. Housing history should include length of stay at each place during the past 4 years if possible. Print outs from HMIS database documenting episode(s) of homelessness can be used with written narrative explaining such.

Fourth Level of Verification

- ☐ Signed & notarized written documentation by client of their homelessness status along with a housing history showing episode(s) of homelessness during the past 4 years.

Staff Name: _____ Staff Title: _____

Organization: _____

Signature: _____ Date: _____

Instructions: This Homelessness History Summary provides a suggested timeline to be used by individuals who receive funds for programs targeted to chronically homeless persons. It may be used to analyze whether or not the chronology of a homeless person’s history meets the time frame for the definition of chronic homelessness.

Client Name:

Time Period	Whereabouts	Documented?

EXHIBIT D
CERTIFICATE OF INSURANCE

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The CIMA Companies, Inc. (CIM) 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300	CONTACT NAME: PHONE (A/C, No, Ext): 703 739-9300 FAX (A/C, No): 7037390761 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED The Urban Institute 2100 M Street, NW Washington, DC 20037	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER B :</td><td>Hartford Casualty Insurance Com</td><td>29424</td></tr> <tr> <td>INSURER C :</td><td>Hartford Underwriters Insurance</td><td>30104</td></tr> <tr> <td>INSURER D :</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Fire Insurance Company	19682	INSURER B :	Hartford Casualty Insurance Com	29424	INSURER C :	Hartford Underwriters Insurance	30104	INSURER D :	Continental Casualty Company	20443	INSURER E :			INSURER F :		
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INSURER D :	Continental Casualty Company	20443																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			42UUNAW7788	01/01/2016	01/01/2017	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			42UUNAW7788	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB			42XHUNA0533	01/01/2016	01/01/2017	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WBRJ7174	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
D	Professional			596415754	01/01/2016	01/01/2017	\$2,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract No.:FINAN-201523940-00

Contract No.:FINAN-201626034

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Department of Finance City and County of Denver 201 W. Colfax Avenue Dept. 1010 Denver, CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Laurie S. Celanovi</i></p>
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DESCRIPTIONS (Continued from Page 1)

As required by written contract, the City and County of Denver, its elected and appointed officials, employees, and volunteers are included as additional insured as respects Commercial General Liability and Business Auto.

AMENDATORY AGREEMENT

This **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 2100 M Street NW, Washington, DC 20037 (the “Consultant”, jointly “the Parties”).

WITNESSETH:

- A. The Parties entered into an agreement dated February 1, 2016 to provide evaluation and research consultant services for the City’s Department of Finance (the “Agreement”); and
- B. The Parties amended the Agreement in 2017 to amend the scope of work and provide additional funding for the contract to support an expansion of the City’s Social Impact Bonds program; and
- C. The Parties wish to further amend the Agreement to amend the scope of work to accommodate an additional Social Impact Bonds program 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 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 Two Million One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$2,137,500.00) for fees. Amounts billed may not exceed the rates and budget set forth in Exhibit B except as authorized by the CFO.

2. All references to “...Exhibit A and Exhibit A-1...” in the Amended Agreement shall be amended to read: “...Exhibits A, A-1, and A-2”...,” as applicable. The scope of work marked as **Exhibit A-2** attached to this Amendatory Agreement is hereby incorporated by reference.
3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This 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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Exhibit A-2
Urban Institute: Scope of Work
Housing to Health Pay For Success Social Impact Bond

I. Task 1: Referral and Randomization—Management & Coordination

- a. Based upon the eligibility criteria established in the Research Design and in coordination with the City of Denver (“City”)—including the Denver Police Department, the Pay for Success Special Purpose Vehicle (“SPV”), and Pay for Success Service Providers (“Providers”), the Urban Institute (“Urban”) will:
 - i. Establish a list of eligible participants for the Health to Housing (H2H) Pay for Success Project;
 - ii. Lead and coordinate a referral and randomization process needed to identify the proper number of individuals to fulfill the Research Design;
 - iii. Lead and coordinate an engagement and hand-off process for those individuals identified as the group receiving treatment;
 - iv. Facilitate housing and health screens that will screen out individuals who are not considered homeless according to the Research Design or able to live independently in supportive housing;
 - v. Lead and coordinate ongoing updates to the PFS eligibility list and randomize individuals in accordance with Service Provider needs.

- b. As a part of this task, Urban will work with all program partners to address ongoing challenges and enrollment difficulties, including but not limited to:
 - i. Attending operating committee meetings as outlined in the Pay Success Contract;
 - ii. Providing ongoing support to City, SPV, and Provider staff involved with the project; and
 - iii. Generating proposals for improving processes to ensure adequate enrollment levels are met.

II. Task 2: Process Study—Data Collection

- a. Key process-related information is necessary to manage implementation, including the housing and referral pipeline, and to make mid-course corrections to keep the initiative on track to achieve long-term outcomes. Process information will also help interpret the results of the impact evaluation based on documentation of the program model and participant engagement. To collect data and conduct the process study, Urban will:
 - i. Manage an engagement dashboard;
 - ii. Manage a housing enrollment pipeline;
 - iii. Conduct annual site visits and key information interviews with service providers and other important stakeholders; and
 - iv. Review program-related documents such as training manuals, standard operating procedures, or other descriptions of program components.

III. Task 3: Impact Study—Data Collection

- a. In accordance with the Pay for Success Contract, Urban will collect and certify the validity of the data and calculations used to inform Success Payment. Specifically, Urban will:
 - i. Track participant exits from housing and measure days spent in housing;
 - ii. Collect and validate the data used to measure the impact of the Program on the target population's jail days; and
 - iii. Collect and validate the data used to measure the impact of the Program on the target population's federal (Medicaid/Medicare) expenditures for health services.
- b. In the event of an early termination of the Pay for Success Contract, Urban will collect and certify the validity of the data and calculations used to inform the early success payments as outlined in the Pay for Success Contract and Research Design. Additionally, Urban will work with the City to determine what additional reports and outcomes can be documented at the point of early termination.

IV. Task 4: Reporting and Dissemination

- a. Urban will provide timely and comprehensive reports as outlined in the Research Design to the City, SPV, Providers, and Lenders. Lenders to receive reports are those lenders that have a Lender Agreement with the SPV for the PFS project.
- b. For project monitoring purposes, Urban will maintain a weekly engagement dashboard (**Exhibit D**) and monthly pipeline dashboard (**Exhibit E**). Data for these dashboards will be collected at least weekly from the Service Providers. The weekly engagement dashboard will track individual-level data on participant engagement and enrollment in the program to be used by the service providers and Urban to manage the randomization timeline and address any implementation challenges. Data from the engagement dashboard will be aggregated into a monthly pipeline dashboard that Urban will share with the City, SPV, Providers, and Lenders. The process for project monitoring will follow the schedule outlined in the Research Design.
- c. Urban will submit outcome reports on housing stability starting in December 2021 and continuing annually thereafter, as indicated in the Research Design, through the end of the project in June 2027. Urban will report outcome measurements on jail days for interim and final payment purposes in December 2023 and June 2027. Outcome measurements for reductions in federal outlays will be reported in the final evaluation report in June 2027. All outcome reports will be delivered to the city and SPV by the 15th of the last month of the quarter, as outlined in the Research Design. The final outcome report will be delivered to the federal government in June 2027.
- d. At the conclusion of the evaluation or in the event of early termination of the Pay for Success Contract, Urban will provide the City with an evaluation report that captures an overview of the evaluation, key findings, and outcomes—including but not limited to:
 - i. Methodology used to evaluate the Pay for Success program;
 - ii. Process study findings and recommendations; and
 - iii. Impact study data (aggregate), outcomes, findings, and recommendations.

Denver Housing to Health Pay for Success Program

Outcome Valuation

Intervention Summary: The City and County of Denver, along with its intermediary, an SPV created by Enterprise Community Partners and the Corporation for Supportive Housing, and its service provider partners, the Colorado Coalition for the Homeless and Mental Health Center of Denver, propose the Denver Housing to Health (H2H) Pay for Success project, which will provide permanent supportive housing, modified assertive community treatment and intensive case management with wraparound support to 125 randomly assigned, chronically homeless individuals.

Outcome Target: H2H's intended outcome target for SIPBRA success payment is a net reduction in Medicaid and Medicare expenditures among those randomly assigned to the treatment group. The project will also measure housing stability and reduction in jail days as outcomes to be paid by the City of Denver if agreed upon metrics are achieved.

Intervention Period: The City's 7 ½ year project period is projected to begin on April 1, 2020 and end on September 30, 2027. H2H's two service providers will begin enrolling clients in the intervention beginning in April 2020 and the intervention will continue to serve clients through March 31, 2027.

Target Population: H2H's target population is medically fragile, chronically homeless adults who have a significant number of arrests by the Denver Police Department.

Eligibility Criteria: To be eligible, chronically homeless individuals must:

- Be at least 18 years old
- Have a record of at least eight arrests over the past three years in Denver County and were experiencing homelessness at the time of their last arrest
- Be at high risk for avoidable and high cost health services paid through Medicaid and Medicare, including services received at Denver Health and Hospital Authority

Theory of Change: As a result of experiencing homelessness and struggling with substance use and mental health problems, many individuals who experience homelessness are frequently cited for public-nuisance offenses such as public intoxication, panhandling, and trespassing. As a result of experiencing homelessness and barriers to care for substance use and mental health problems, many individuals who experience homelessness are frequently cited for offenses such as public intoxication, panhandling, and trespassing. Individuals in this population are frequently arrested and cycle in and out of jail, detoxification, and avoidable emergency room and hospital visits, effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, detox centers, or hospitals, these individuals return to the same risks and experience a recurring cycle of negative outcomes. This cycle continuously results in high costs across agencies and service providers.

Supportive housing is a scarce but proven intervention to interrupt the status quo. Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction (Tsemberis, Gulcur, and Nakae 2004). As depicted in table 1, supportive housing results in

intermediate and long-term outcomes that demonstrate a shift from the usual homelessness-jail cycle to a more cost-effective, cross-sector solution for improving outcomes at the intersection of criminal justice and health.

Table 1: Theory of Change

<i>Intervention</i>	<i>Intermediate outcomes</i>	<i>Long-term outcomes</i>
<i>Housing subsidy</i> <ul style="list-style-type: none"> - Provide rent assistance in a housing unit that is safe, sustainable, functional, and conducive to tenant stability 	<i>Increase housing stability</i> <ul style="list-style-type: none"> - Reduce homelessness - Provide a safe, healthy, stable housing unit 	<i>Decrease criminal justice involvement</i> <ul style="list-style-type: none"> - Decrease arrests - Decrease jail days
<i>Case management services</i> <ul style="list-style-type: none"> - Develop a case plan - Facilitate access to benefits - Provide referrals - Coordinate care 	<i>Decrease police contacts</i> <ul style="list-style-type: none"> - Decrease alcohol and drug use, trespassing, and panhandling <i>Increase access to health services</i> <ul style="list-style-type: none"> - Connect to mental and physical health care and substance abuse treatment - Increase preventative, office-based care 	<i>Increase appropriate health services</i> <ul style="list-style-type: none"> - Decrease detox visits - Decrease avoidable ER and hospital visits <i>Improve health</i> <ul style="list-style-type: none"> - Decrease severity of illness - Improve mental health - Improve physical health

Data Source: Urban collected claims data from Colorado Access, a Medicaid insurer in Colorado that provides access to behavioral and physical health services and serves as the Regional Accountable Entity for the Denver metro and surrounding area. Prior to the RAE structure, Colorado Access served as both a Behavioral Health Organization and Regional Care Collaborative Organization for the Denver metro.

Population: These data represent a sample of the first individuals enrolled in the Denver SIB evaluation who were members of Colorado Access both in the year prior to and after enrollment in the evaluation (n=193 including 96 in treatment and 97 in control), who had claims through the Access Behavioral, Access Advantage, and/or Regional Care Collaborative Organization line of business. For this sample, we analyzed each individual's claims over one year prior to randomization and one year after enrollment in the evaluation, spanning a time frame from January 2015 to December 2018.

Evidence-Base: A full review of the impact of supportive housing on health service utilization is provided in the application. Several studies (Aidala et al. 2014, Culhane et al. 2002, Martinez and Burt 2006, Larimer et al. 2009, Flaming et al. 2013) find significant cost reductions in the cost of care for participants in supportive housing. Culhane et al. (2002) found an average 32 percent reduction of inpatient Medicaid claims along with an increase in outpatient Medicaid claims. Cost savings were driven by decreased utilization of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services. The National Academies of Sciences' Committee on Evaluation of Permanent Supportive Housing (2018) found evidence that supportive housing can

decrease emergency department use and hospital stays when provided to individuals who were high users of these services before being housed. Taken together, the existing literature suggests that stable housing may make health concerns known and increase certain types of health care services, perhaps at an earlier or less severe stage than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to effective care management suggests decreased severity or burden of illness and increased well-being, as well as more effective use of health care services and resources.

Methods: While promising in important ways, the evidence is limited because studies of supportive housing for homeless individuals with frequent interactions with other systems, including criminal justice and health systems, have had short follow-up periods, small sample sizes, and limited data. Instead of making assumptions based on limited evidence, our outcomes valuation is based on individual-level administrative data for participants in the Denver SIB Supportive Housing Initiative. The evaluation is established as a randomized controlled trial (RCT) and at its conclusion will be one of the largest experimental studies of the impact of supportive housing on criminal justice and health outcomes. Individuals on the eligibility list are randomly assigned to either the treatment group, in which they are offered supportive housing, or the control group, in which they access usual services provided in the community in the absence of a targeted supportive housing intervention. Because random assignment helps ensure the treatment and control groups are as similar as possible for as many observation characteristics as possible, by comparing outcomes between the two groups we can attribute any differences directly to the supportive housing program.

To understand the impact of supportive housing on reductions in the amount billed for claims and the associated federal expenditures, we used individual-level Colorado Access Medicaid enrollment, claims, and prescription data. We observed individuals with claims over both the 12-month periods before and after randomization and enrollment in the SIB evaluation. Using unique dates of service, we produced estimates of visits occurring in the year prior to and after the randomization date of each participant, as well as a composite estimate of visits using all data in the claims file. We referenced the recorded place of service on the claims data to differentiate between office visits, emergency department visits, and hospitalizations.

The net reduction in federal expenditures was measured as the average difference in the change over time (1-year pre- and post-randomization) in the amount billed for claims between the treatment and control groups. This approach to measuring net reductions accounts for potential increases in certain types of claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations. To estimate the actual outcome payment, this outcome will be measured over the full seven-year project period, and estimated using a difference in difference (DID) approach as described in this section.

Assumptions: In calculating this outcome valuation, we made several assumptions including eligibility of the target population under Medicaid expansion, the federal share of Medicaid expenditures for the target population, the value of claims missing from the data available at the time of this evaluation design, and the impact of reductions in utilization on federal expenditures through reduced fee for service claims, reduced negotiated capitated rates for managed care claims, and reduced supplementary payments for uncompensated costs. We also assumed an inflation rate based on the 10-year-average

for the Denver-Aurora-Lakewood Consumer Price Index from the U.S. Bureau of Labor Statistics. The data we use to calculate the actual outcome valuation will resolve some of these assumptions; for example, we will have the full universe of fee for service and managed care claims for the study population and use the actual medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year of the project.

The following assumptions were used in the outcome valuation analysis:

- The target population is primarily Medicaid eligible under Medicaid expansion.
- The federal share of Medicaid expenditures for this population is 90% in 2020 and beyond.
- The target population is primarily served by Colorado Access, a Medicaid insurer for the Denver metro and surrounding area, so most health service expenditures are captured by Colorado Access claims data.
- Based on data matching and a payer analysis of the eligibility list, we identified a gap in the claims data we use for the outcome valuation. Approximately 15 percent of the target population is covered by Medicaid Choice, a plan managed by the Denver Health and Hospital Authority. At the time we collected claims data from Colorado Access, it did not include claims data for Medicaid Choice members. We estimated the missing claims based on a convenience sample of claims we see rejected in our current data set because they should have been submitted to Denver Health. The mean billed amount among people with a Denver Health claim by time period and treatment/control status is imputed to other people in the treatment/control group using the distribution of people with an existing claim by time period and treatment status as observed within the claims information we have. As specified in the Evaluation Design, we will collect data for actual Denver Health claims during the project period.
- Our data is based on claims in the year prior to and after randomization in the intervention for the Denver SIB project. To make a conservative estimate of claims in years 2-7 of the H2H project, we held constant the per person, per year estimate of the net reduction in federal outlays in each out-year. This is a conservative estimate because, as shown in the theory of change, we expect the net reduction in federal outlays to grow larger as individuals in the treatment group stabilize in housing and the control group continues to experience a cycle of jail, homelessness, and avoidable health services.
- Based on our analysis of claims data, this population has high rates of claim payments being delayed or otherwise unpaid, likely due in part to litigation. In addition, although Medicaid will not pay some charges that are in excess of daily allowed maximums or otherwise do not meet the plan's coverage specification, Medicaid does cover some of those costs through a fee for service structure (such as some claims for a primary diagnosis of substance use disorder, some inpatient admissions, etc.) and pays other uncompensated costs through supplementary payments. As specified in the Evaluation Design, we will collect the full universe of fee for service and managed care claims for the study population during the project period.
- If the project induces a net reduction in Medicaid claims (including an increase in office-based care but decreases in hospitalizations, ED visits, etc.), the federal government will see a reduction in outlays through reduced fee for service claims, lower negotiated capitated rates for managed care claims, and lower supplementary payments for uncompensated claims.
- The cost of health care will increase with inflation. We have assumed a 2% inflation rate based on the 10-year-average for the Denver-Aurora area as measured by the Consumer Price Index. As specified in the Evaluation Design, we will calculate inflation based on the actual annual medical care component of the Consumer Price Index during the project period.

Expenditures among Control and Treatment Groups in the Years Prior to and After Randomization in the Denver SIB

Step 1: First, we tabulated the mean expenditures associated with Medicaid claims among the control and treatment groups in the years prior to and after randomization in the Denver SIB evaluation. We also estimated expenditures for missing Denver Health claims based on a sample of such claims as explained in the methods section above. For both the control and treatment groups, we observed the same group of individuals pre- and post-randomization. Those randomized to the treatment group received the supportive housing intervention while those in the control group received services as usual. This approach accounts for increases in certain types of claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations.

	Total Sample (N = 193)											
	Control (N=97)						Treatment (N=96)					
	0 to 1 Years Prior			0 to 1 Years After			0 to 1 Years Prior			0 to 1 Years After		
	Mean	Median	SD	Mean	Median	SD	Mean	Median	SD	Mean	Median	SD
Medicaid/Medicare Expenditures												
Office Based Care Visits	\$2,574	\$770	\$4,074	\$2,449	\$483	\$4,172	\$2,329	\$478	\$4,006	\$2,370	\$1,337	\$2,697
Primary SUD Dx	\$1,883	\$220	\$3,796	\$1,696	\$199	\$3,140	\$1,521	\$265	\$2,782	\$876	\$265	\$1,484
Primary Psychiatric Dx	\$257	\$0	\$888	\$396	\$0	\$1,226	\$419	\$0	\$2,131	\$886	\$257	\$1,490
Other DX	\$433	\$0	\$1,546	\$357	\$0	\$2,295	\$389	\$0	\$1,253	\$608	\$0	\$1,677
Emergency Department Visits	\$1,838	\$0	\$6,466	\$2,772	\$0	\$7,340	\$4,930	\$198	\$11,557	\$3,092	\$0	\$11,597
Preventable Visits	\$871	\$0	\$3,929	\$1,140	\$0	\$4,405	\$3,538	\$0	\$10,309	\$2,314	\$0	\$10,791
Hospitalizations	\$2,737	\$0	\$12,627	\$1,024	\$0	\$5,219	\$3,205	\$0	\$18,901	\$274	\$0	\$1,122
Primary SUD Dx	\$2	\$0	\$16	\$57	\$0	\$554	\$1,132	\$0	\$10,884	\$5	\$0	\$35
Primary Psychiatric Dx	\$1,776	\$0	\$9,508	\$0	\$0	\$0	\$1,966	\$0	\$15,606	\$13	\$0	\$77
Other DX	\$960	\$0	\$5,703	\$967	\$0	\$5,192	\$107	\$0	\$428	\$256	\$0	\$1,088
Ambulance	\$11	\$0	\$67	\$50	\$0	\$281	\$44	\$0	\$341	\$1	\$0	\$6
Prescription Medication	\$219	\$0	\$876	\$599	\$0	\$3,264	\$2,154	\$0	\$6,999	\$1,301	\$0	\$3,398
Estimated Denver Health	\$4,216	\$5,760	\$4,063	\$7,345	\$10,207	\$8,703	\$3,907	\$5,426	\$4,083	\$5,732	\$6,878	\$7,567

Net Change in Expenditures for Health Services as a Result of the Denver SIB Supportive Housing Intervention

Step 2: Next, we calculated the difference between the mean expenditures pre- and post-randomization for the observed individuals in the control and treatment groups. The mean control pre/post amount represents the change in baseline expenditures in the absence of the intervention, and the mean treatment pre/post amount represents the change in expenditures after the intervention. Then we calculated the difference between the control and treatment mean differences to get the mean difference in difference (DID). The mean DID amount represents the cost impact of the intervention, or the net reduction in outlays, and this approach accounts for any changes in larger conditions due to factors other than the intervention. Because the target population is primarily covered by Medicaid expansion for which the federal match is 90 percent, so we calculated 90 percent of the mean DID as the **total net reduction in federal outlays per person in the intervention, per year.**

Medicaid/Medicare Expenditures	Mean control pre/post	Mean treatment pre/post	Mean DID
Office Based Care Visits	\$(125)	\$41	\$166
Primary SUD Dx	\$(187)	\$(645)	\$(458)
Primary Psychiatric Dx	\$139	\$467	\$328
Other DX	\$(76)	\$219	\$295
Emergency Department Visits	\$934	\$(1,838)	\$(2,772)
Preventable Visits	\$269	\$(1,224)	\$(1,493)
Hospitalizations	\$(1,713)	\$(2,931)	\$(1,218)
Primary SUD Dx	\$55	\$(1,127)	\$(1,182)
Primary Psychiatric Dx	\$(1,776)	\$(1,953)	\$(177)
Other DX	\$7	\$149	\$142
Ambulance	\$39	\$(43)	\$(82)
Prescription Medication	\$380	\$(853)	\$(1,233)
Estimated Denver Health	\$3,129.14	\$1,824.39	\$(1,305)
Total Change in Expenditures	\$2,644	\$(3,800)	\$(6,444)
Federal Share of Change in Expenditures	\$2,379.73	\$(3,419.65)	\$(5,800.00)

Outcome Valuation Calculation

Step 3: Finally, we used the total net reduction in federal outlays per person in the intervention, per year to calculate the annual net reduction in federal outlays after the intervention. Annual totals were calculated by multiplying the per person, per year amount by the number of individuals expected to be served each year in the intervention, according to the enrollment timeline. Because individuals will enroll in the intervention on a rolling basis over the first two years, annual totals are also pro-rated by the number of months each individual is expected to be in the intervention each year. Finally, we adjusted annual totals for inflation based on the 10-year historical average for the Denver-Aurora-Lakewood Consumer Price Index published by the U.S. Bureau of Labor Statistics, and will use the actual medical care components of the CPI during the project period. **The total inflation adjusted net reduction in federal outlays totals \$5,211,800 and is the proposed maximum outcome payment.** In the value calculations table, we show both the federal value (\$5,211,800 total) and the city value driven by reductions in jail, police, court, and other medical costs.

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
Annual Net Reduction in Federal Outlays	\$207,800	\$628,300	\$725,000	\$725,000	\$725,000	\$725,000	\$725,000	\$4,461,100
Annual Inflation Adjusted Net Reduction in Federal Outlays	\$242,800	\$734,000	\$847,000	\$847,000	\$847,000	\$847,000	\$847,000	\$5,211,800

Value Calculations

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Total Value	\$657,514	1,987,856	\$2,293,797	\$2,326,308	\$2,359,550	\$2,393,538	\$2,428,291	\$14,446,855
Federal Value	\$242,813	\$734,087	\$847,024	\$847,024	\$847,024	\$847,024	\$847,024	\$5,212,000
City Value	\$414,714	\$1,253,856	\$1,446,797	\$1,479,308	\$1,512,550	\$1,546,538	\$1,581,291	\$9,235,055
Value per Participant	\$8,323	\$15,901	\$18,350	\$18,610	\$18,876	\$19,148	\$19,426	\$115,575
Value per Dollar of Intervention Cost	0.486	1.362	1.543	1.534	1.515	1.508	1.477	1.362
Total Number of Participants	79	125	125	125	125	125	125	125
Total Intervention Cost	\$1,352,046	\$1,459,205	\$1,486,394	\$1,516,741	\$1,557,485	\$1,587,679	\$1,643,922	\$10,603,472

Maximum SIPPRA Outcome Payment: \$5,211,800



The Colorado
Health Foundation™

1780 Pennsylvania St. • Denver, CO 80203 • phone: 303-953-3600 • fax: 303-322-4576

www.coloradohealth.org

May 17, 2019

Ladies and Gentleman,

As the largest health-focused foundation in the state, the Colorado Health Foundation is pleased to send this letter of support for the City and County of Denver's SIPPRA application to provide permanent supportive housing to chronically homeless adults – the Housing to Health initiative.

As one of the larger investors in Denver's first Social Impact Bond that provided housing and health supports for 250 homeless adults, we have watched the effort carefully, and are very impressed with the results. From both a financial and a humanistic perspective this effort has been highly successful.

Finally, we applaud Denver for prioritizing health care high utilizers in this new effort. We see this as a very constructive next step in both developing a new source of capital to support this vulnerable population, and in building out the evidence base of best practices for use in Denver and across the state.

We look forward to exploring alignment with our funding priorities should the application be approved.

Sincerely,

Amy Latham
Vice President, Philanthropy





THE DENVER FOUNDATION

May 9, 2019

Ladies and Gentlemen:

The Denver Foundation is pleased to submit this letter of intent to The City and County of Denver ("the City") to support the City and County of Denver's application for SIPBRA funding for intervention efforts that include an emphasis on chronically homeless adults who are extremely high utilizers of health care services paid by Medicaid and Medicare (the "Project").

The Denver Foundation intends to fund a loan for supportive housing and services for homeless individuals in the City and County of Denver in connection with the Denver Housing to Health Pay for Success financing transaction. The funding of the Loan is subject to final documentation and due diligence being satisfactory to The Denver Foundation and its respective counsel, as determined by The Denver Foundation in its sole discretion. This letter does not create any legal rights or obligations on the part of The Denver Foundation to fund the Loan.

Sincerely,

Dace West
Vice President of Community Impact



**GARY
COMMUNITY
INVESTMENTS**

Working together
for Colorado's children

May 17, 2019

Dear Sir/Madam,

On behalf of GCI, I write to lend our strong support for the City and County of Denver's SIPPRA proposal to recover Medicaid/Medicare health care savings derived from providing permanent supportive housing for chronically homeless adults who are health care super-utilizers.

As background, GCI was an investor in Denver's first Social Impact Bond that is serving 250 homeless adults who were high utilizers of criminal justice system resources (~14,000 jail days a year). The project has been an enormous success for several reasons including:

1. Outstanding service providers – Mental Health Centers of Denver and Colorado Coalition for the Homeless
2. Highly effective governance committee
3. An active and supportive investor team and City/County partner
4. A very strong evaluation team – Urban Institute

This has resulted in the 250 clients housed and receiving support services, two years of positive outcomes research showing high levels housing stability, and the first two repayments to investors.

Looking to the future, we are very supportive of the City's vision to grow this program with an additional focus on high utilizers of health care services. The core team which has been so successful is further strengthened by the addition of Denver Health and Hospitals and the Colorado Department of Health Care Policy and Financing. With your financial support, we are confident that clients will be well served, costs will be reduced, and our knowledge of best evidence based practices will be expanded which can then be applied locally and nationally.

For these reasons, we send our strongest recommendation in hopes that you will approve this SIPPRA proposal. Please do not hesitate to call should you have any questions or would like additional information about our experience.

Sincerely,

Bruce Hoyt
Senior Vice President,
Philanthropic and Impact Investing



COLORADO

**Department of Health Care
Policy & Financing**

Department of Health Care Policy and Financing
1570 Grant Street
Denver, CO 80203

May 14, 2019

Brendan Hanlon
Chief Financial Officer
City and County of Denver
Department 1010
201 W Colfax Ave.
Denver, CO 80202

Dear Mr. Hanlon:

On behalf of the Colorado Department of Health Care Policy & Financing (the Department), I enthusiastically support the City and County of Denver's proposal for funding under the Social Impact to Partnerships to Pay for Results Act, Funding Opportunity Number UST-SIPPRA-2019-001, to assist chronically homeless adults who are high utilizers of health care services in transitioning to permanent supportive housing (the "Initiative"), and in the process deliver appropriate, consistent and preventive care which will improve health, provide an improved quality of life, and lower health care costs for Medicaid and Medicare participants.

As the single state Medicaid agency for Colorado, the Department oversees and operates Health First Colorado (Colorado's Medicaid program), Child Health Plan Plus (CHP+) and other public health care programs for Coloradans who qualify. Our mission is to improve health care access and outcomes for the people we serve while demonstrating sound stewardship of financial resources.

Additionally, Governor Polis has made access and affordability of health care a priority. The Initiative is closely aligned with our mission and our values. Therefore, we support the effort, and will explore the most useful ways to partner on the Initiative should Denver's SIPPRA proposal be successful. This may include analytical assistance, and access to appropriate data through our Data Request Review Board process.

Our mission is to improve health care access and outcomes for the people we serve while demonstrating sound stewardship of financial resources.
www.colorado.gov/hcpf



It is our hope that the U.S. Department of Treasury will look favorably on this application which will allow Colorado to make significant progress in better serving – with higher quality of care and lower costs -- this population that has such great needs.

For questions, please contact Chris Underwood, Health Information Office Director, at chris.underwood@state.co.us or Sally Langston, acting Data Section Manager, at sally.langston@state.co.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'KB', with a stylized flourish extending from the end.

Kim Bimestefer, MBA
Executive Director





May 20, 2019

Re: Letter of Interest for the City and County of Denver SIPPRA Application

To: United States Department of the Treasury, Office of Economic Policy

The Community Outcomes Fund at Maycomb Capital is pleased to submit this letter of interest to provide financing to fund the expansion of supportive housing to break the cycle of jail, detox, and emergency medical visits among chronically homeless adults in Denver, CO. We are familiar with the City's 2016 Supportive Housing Social Impact Bond and the positive outcomes achieved for service recipients. We believe that the City and County of Denver are well-positioned to build on this success to provide recipients a path towards housing stability and improved health.

The Community Outcomes Fund at Maycomb Capital invests in outcomes financing projects—also known as social impact bonds or pay-for-success—to finance the expansion of high-quality social services for low-income individuals and families. These next generation public-private partnerships direct resources to solving local challenges and link spending to achieving social outcomes. At Maycomb Capital, we know that the world's problems demand patience, creativity, and an appreciation for complexity. We drive capital toward effective solutions for underserved communities, using data and rigorous analysis to guide our decisions. The Community Outcomes Fund brings to this project the support of its anchor investors, including Prudential Financial, the Ballmer Group, and the Kresge Foundation.

The Community Outcomes Fund would be delighted to work with the City and County of Denver, CCH, MHCD, CSH, Enterprise Community Partners, the Urban Institute, and community providers to expand this vital supportive housing intervention. We understand the comprehensive services and Assertive Community Treatment (ACT) evidence-based program and believe CCH and MHCD will be able to build on their experience successfully housing chronically homeless adults and reducing costly criminal justice and health care interventions.

This letter is not a binding commitment of Maycomb Capital to provide financing. Any financing will be based on market conditions at the time of closing and will be subject to investment committee and any necessary regulatory approvals. In addition, any financing will be conditioned upon completion of underwriting, due diligence, and definitive legal documentation. This letter is being provided solely as support for Denver's grant application under the Social Impact Partnerships to Pay for Results Act (SIPPRA) and neither its terms nor substance should be disclosed in connection with any other matter.

We are excited about the prospect to provide capital to high impact social service programs and look forward to hearing the outcome of the SIPPRA grant application process.

Sincerely,

Andrea Phillips
Co-founder and Managing Partner
Maycomb Capital
The Community Outcomes Fund

The Northern Trust Company
50 South La Salle
Street Chicago,
Illinois 60603
(312) 444-4031 *Direct*



Northern Trust

Deborah L. Kasemeyer
Senior Vice President
dlk@ntrs.com

Ladies and Gentlemen:

As a current lead investor in the Denver Social Impact Bond with a focus on chronically homeless adults, The Northern Trust Company is pleased to submit this letter of intent to The City and County of Denver ("the City") to support the City and County of Denver's application for SIPPR funding for intervention efforts that include an emphasis on chronically homeless adults who are extremely high utilizers of health care services paid by Medicaid and Medicare (the "Project").

The Northern Trust Company intends to fund a loan to fund supportive housing and services for homeless individuals in the City and County of Denver in connection with the Denver Housing to Health Pay for Success financing transaction. The funding of the Loan is subject to final documentation and due diligence being satisfactory to the Northern Trust Company and its respective counsel, as determined by The Northern Trust Company in its sole discretion. This letter does not create any legal rights or obligations on the part of the The Northern Trust Company to fund the Loan.

Sincerely,



Deborah Kasemeyer
Senior Vice President
Managing Director Community Development & Investments
Northern Trust
50 South LaSalle
Chicago, IL 60603

Key Contacts Form

*** Applicant Organization Name:**

City and County of Denver

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 1 Project Role:** Project Manager

Prefix:

Mr.

* First Name:

Josh

Middle Name:

Michael

* Last Name:

Rohmer

Suffix:

Title:

Project Manager

Organizational Affiliation:

City and County of Denver, Department of Finance

* Street1:

201 W. Colfax Avenue

Street2:

* City:

Denver

County:

Choose State...

* State:

CO: Colorado

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

80202-5330

* Telephone Number:

720-913-0811

Fax:

* Email:

josh.rohmer@denvergov.org

From: [Hernandez, Rachel C. EOP/OMB](#)
To: [Danuser, Margaret - DOF Deputy Manager](#)
Cc: [Victorino, Kathleen](#); [SIPPRA](#)
Subject: RE: SIPPRA- updated information for DENVER H2H application
Date: Wednesday, May 13, 2020 1:08:00 PM
Attachments: [image001.png](#)

**** Caution:** External email. Pay attention to suspicious links and attachments. Send suspicious email to suspect@treasury.gov **

Margaret,

Thank you for submitting responses to the Council's questions. I am confirming that we received three PDF documents.

Best,

Rachel

From: Danuser, Margaret - DOF Deputy Manager <Margaret.Danuser@denvergov.org>

Sent: Wednesday, May 13, 2020 12:11 PM

To: Hernandez, Rachel C. EOP/OMB <Rachel.C.Hernandez@omb.eop.gov>

Cc: Danuser, Margaret - DOF Deputy Manager <Margaret.Danuser@denvergov.org>

Subject: [EXTERNAL] SIPPRA- updated information for DENVER H2H application

Dear Interagency Council,

Please find attached materials related to the City and County of Denver's SIPPRA application. Following direction in our call with Interagency Council staff on February 27, we have provided a letter from the State's Medicaid agency, the Colorado Department of Health Care Policy and Finance, reiterating their support for our application as well as our proposed methodology for calculating federal savings.

Also, following an email with new guidance on how to account for federal savings in the managed care portion of our target population, we are also providing an updated Outcomes Valuation document as well as an updated Executive Summary.

The City and County of Denver, the State of Colorado, and all of our project partners continue to be fully supportive of this project, which has become even more important as our City and State struggle to protect a very vulnerable population during this crisis.

Thank you for your continued consideration of our project.

Best,

Margaret Danuser



Margaret Danuser | Deputy CFO

Department of Finance | City and County of Denver

p: (720) 913-5547 | cell: (720) 376-1138

margaret.danuser@denvergov.org

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Denver Housing to Health (H2H) Pay for Success project

Executive Summary

The City and County of Denver's Department of Finance (DOF), its intermediary—a special purpose vehicle to be created and jointly managed by the Corporation for Supportive Housing and Enterprise Community Partners—and its service provider partners, the Colorado Coalition for the Homeless and Mental Health Center of Denver, propose the Denver Housing to Health (H2H) Pay for Success project. H2H will provide permanent supportive housing and services using a modified assertive community treatment model with wraparound support to 125 randomly assigned homeless individuals who have a record of at least eight arrests over the past three years in Denver County, were experiencing homelessness at the time of their last arrest, and are at high risk for avoidable and high-cost health services paid through Medicaid, including services received at Denver Health and Hospital Authority (Denver Health).

The City of Denver's Social Impact Partnership to Pay for Results Act (SIPRA) demonstration project will allow its investors to be repaid in part with U.S. Department of the Treasury funds if it achieves its SIPRA outcome of reducing net Medicaid and Medicare expenditures. H2H's theory of change is that providing permanent supportive housing serves as a health intervention because it allows individuals experiencing chronic homelessness to avoid injuries and illnesses that come with living on the streets, and it allows a care team to provide services that promote individuals' access to needed physical and behavioral health care while avoiding expensive and avoidable emergency services and detoxification centers—reducing federal health care outlays.

To evaluate the impact of placing medically fragile individuals experiencing homelessness in permanent supportive housing and how it affects Medicaid and Medicare expenditures, the Urban Institute (H2H's independent evaluator) will randomize 250 individuals into the project—125 to the treatment group and 125 to the control group. The Urban Institute will then conduct a randomized controlled trial to analyze the specific types and costs of outpatient office-based care provided in the community, especially substance use disorder services, and the project's effect on net federal health care expenditures compared with care as usual. H2H has interest from investors who will contribute \$10,603,472 to pay for the project's services and will be reimbursed, in part, if this project proves to be successful at reducing net federal health care expenditures—all while improving the health and wellbeing of these vulnerable individuals. In addition to this SIPRA outcome, the Urban Institute (Urban) will assess this project's ability to sustain housing stability and decrease the number of days participants spend in jail, which will determine payments the City of Denver will make to investors.

In response to clarifying questions received from the Interagency Council for Social Impact Partnerships, a call with the Interagency staff on February 27, 2020, and a subsequent email and phone conversation with Rachel Hernandez, we have revised the original Outcomes Valuation on May 11, 2020. **According to our new analysis, the estimated amount of reductions in federal Medicaid outlays over the 7.5-year period is \$5,512,000.**

Outcome Valuation

Intervention Summary: The City and County of Denver, along with its intermediary, an SPV created by Enterprise Community Partners and the Corporation for Supportive Housing, and its service provider partners, the Colorado Coalition for the Homeless and Mental Health Center of Denver, propose the Denver Housing to Health (H2H) Pay for Success project, which will provide permanent supportive housing, modified assertive community treatment and intensive case management with wraparound support to 125 randomly assigned, chronically homeless individuals.

Outcome Target: H2H's intended outcome target for SIPPRA success payment is a net reduction in Medicaid and Medicare expenditures among those randomly assigned to the treatment group. The project will also measure housing stability and reduction in jail days as outcomes to be paid by the City of Denver if agreed upon metrics are achieved.

Intervention Period: The City's 7 ½ year project period is projected to begin on April 1, 2020 and end on September 30, 2027. H2H's two service providers will begin enrolling clients in the intervention beginning in April 2020 and the intervention will continue to serve clients through March 31, 2027.

Target Population: H2H's target population is medically fragile, chronically homeless adults who have a significant number of arrests by the Denver Police Department.

Eligibility Criteria: To be eligible, chronically homeless individuals must:

- Be at least 18 years old
- Have a record of at least eight arrests over the past three years in Denver County and were experiencing homelessness at the time of their last arrest
- Be at high risk for avoidable and high cost health services paid through Medicaid and Medicare, including services received at Denver Health and Hospital Authority

Theory of Change: As a result of experiencing homelessness and barriers to care for substance use and mental health problems, many individuals who experience homelessness are frequently cited for offenses such as public intoxication, panhandling, and trespassing. Individuals in this population are frequently arrested and cycle in and out of jail, detoxification, and avoidable emergency room and hospital visits, effectively increasing costs across systems. Because they often do not receive follow-up services when they are released from jail, detox centers, or hospitals, these individuals return to the same risks and experience a recurring cycle of negative outcomes. This cycle continuously results in high costs across agencies and service providers.

Supportive housing is a scarce but proven intervention to interrupt the status quo. Supportive housing comes out of the movement to end chronic homelessness among adults with serious mental illness and drug addiction (Tsemberis, Gulcur, and Nakae 2004). As depicted in table 1, supportive housing results in intermediate and long-term outcomes that demonstrate a shift from the usual homelessness-jail cycle

to a more cost-effective, cross-sector solution for improving outcomes at the intersection of criminal justice and health.

Table 1: Theory of Change

<i>Intervention</i>	<i>Intermediate outcomes</i>	<i>Long-term outcomes</i>
<i>Housing subsidy</i> <ul style="list-style-type: none"> - Provide rent assistance in a housing unit that is safe, sustainable, functional, and conducive to tenant stability 	<i>Increase housing stability</i> <ul style="list-style-type: none"> - Reduce homelessness - Provide a safe, healthy, stable housing unit 	<i>Decrease criminal justice involvement</i> <ul style="list-style-type: none"> - Decrease arrests - Decrease jail days
<i>Case management services</i> <ul style="list-style-type: none"> - Develop a case plan - Facilitate access to benefits - Provide referrals - Coordinate care 	<i>Decrease police contacts</i> <ul style="list-style-type: none"> - Decrease alcohol and drug use, trespassing, and panhandling <i>Increase access to health services</i> <ul style="list-style-type: none"> - Connect to mental and physical health care and substance abuse treatment - Increase preventative, office-based care 	<i>Increase appropriate health services</i> <ul style="list-style-type: none"> - Decrease detox visits - Decrease avoidable ER and hospital visits <i>Improve health</i> <ul style="list-style-type: none"> - Decrease severity of illness - Improve mental health - Improve physical health

Data Source: Urban collected claims data from Colorado Access, a Medicaid insurer in Colorado that provides access to behavioral and physical health services and serves as the Regional Accountable Entity for the Denver metro and surrounding area. Prior to the RAE structure, Colorado Access served as both a Behavioral Health Organization and Regional Care Collaborative Organization for the Denver metro.

Population: These data represent a sample of the first individuals enrolled in the Denver SIB evaluation who were members of Colorado Access both in the year prior to and after enrollment in the evaluation (n=193 including 96 in treatment and 97 in control), who had claims through the Access Behavioral, Access Advantage, and/or Regional Care Collaborative Organization line of business. For this sample, we analyzed each individual's claims over one year prior to randomization and one year after enrollment in the evaluation, spanning a time frame from January 2015 to December 2018.

Evidence-Base: A full review of the impact of supportive housing on health service utilization is provided in the application. Several studies (Aidala et al. 2014, Culhane et al. 2002, Martinez and Burt 2006, Larimer et al. 2009, Flaming et al. 2013) find significant cost reductions in the cost of care for participants in supportive housing. Culhane et al. (2002) found an average 32 percent reduction of inpatient Medicaid claims along with an increase in outpatient Medicaid claims. Cost savings were driven by decreased utilization of the most expensive health care services, in particular reductions in hospital visits and inpatient psychiatric services. The National Academies of Sciences' Committee on

Evaluation of Permanent Supportive Housing (2018) found evidence that supportive housing can decrease emergency department use and hospital stays when provided to individuals who were high users of these services before being housed. Taken together, the existing literature suggests that stable housing may make health concerns known and increase certain types of health care services, perhaps at an earlier or less severe stage than would be the case absent housing. It also suggests that supportive housing may help manage health concerns in a way that limits the types of health crises that lead to services such as psychiatric hospitalizations and in-patient alcohol and drug treatment. This shift from crisis care to effective care management suggests decreased severity or burden of illness and increased well-being, as well as more effective use of health care services and resources.

Methods: While promising in important ways, the evidence is limited because studies of supportive housing for homeless individuals with frequent interactions with other systems, including criminal justice and health systems, have had short follow-up periods, small sample sizes, and limited data. Instead of making assumptions based on limited evidence, our outcomes valuation is based on individual-level administrative data for participants in the Denver SIB Supportive Housing Initiative. The evaluation is established as a randomized controlled trial (RCT) and at its conclusion will be one of the largest experimental studies of the impact of supportive housing on criminal justice and health outcomes. Individuals on the eligibility list are randomly assigned to either the treatment group, in which they are offered supportive housing, or the control group, in which they access usual services provided in the community in the absence of a targeted supportive housing intervention. Because random assignment helps ensure the treatment and control groups are as similar as possible for as many observation characteristics as possible, by comparing outcomes between the two groups we can attribute any differences directly to the supportive housing program.

To understand the impact of supportive housing on reductions in the amount billed for claims and the associated federal expenditures, we used individual-level Colorado Access Medicaid enrollment, claims, and prescription data. We observed individuals with claims over both the 12-month periods before and after randomization and enrollment in the SIB evaluation. Using unique dates of service, we produced estimates of visits occurring in the year prior to and after the randomization date of each participant, as well as a composite estimate of visits using all data in the claims file. We referenced the recorded place of service on the claims data to differentiate between office visits, emergency department visits, and hospitalizations.

The net reduction in federal expenditures was measured as the average difference in the change over time (1-year pre- and post-randomization) in the amount billed for claims between the treatment and control groups. This approach to measuring net reductions accounts for potential increases in certain types of claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations. To estimate the actual outcome payment, this outcome will be measured over the full seven-year project period, and estimated using a difference in difference (DID) approach as described in this section.

Assumptions: In calculating this outcome valuation, we made several assumptions including eligibility of the target population under Medicaid expansion, the federal share of Medicaid expenditures for the target population, the value of claims missing from the data available at the time of this evaluation design, and the impact of reductions in utilization on federal expenditures through reduced fee for service claims, reduced negotiated capitated rates for managed care claims, and reduced supplementary payments for uncompensated costs. We also assumed an inflation rate based on the GDP price deflator forecast published in the Administration's most recent *Economic Assumptions and Overview*. The data we use to calculate the actual outcome valuation will resolve some of these assumptions; for example, we will have the full universe of fee for service and managed care claims for the study population and use the actual medical care component of the Consumer Price Index published by the US Bureau of Labor Statistics for each year of the project.

The following assumptions were used in the outcome valuation analysis:

- The target population is primarily Medicaid eligible under Medicaid expansion.
- The federal share of Medicaid expenditures for this population is 90% in 2020 and beyond.
- The target population is primarily served by Colorado Access, a Medicaid insurer for the Denver metro and surrounding area, so most health service expenditures are captured by Colorado Access claims data.
- Based on data matching and a payer analysis of the eligibility list, we identified a gap in the claims data we use for the outcome valuation. Approximately 15 percent of the target population is covered by Medicaid Choice, a plan managed by the Denver Health and Hospital Authority. At the time we collected claims data from Colorado Access, it did not include claims data for Medicaid Choice members. We estimated the missing claims based on a convenience sample of claims we see rejected in our current data set because they should have been submitted to Denver Health. The mean billed amount among people with a Denver Health claim by time period and treatment/control status is imputed to other people in the treatment/control group using the distribution of people with an existing claim by time period and treatment status as observed within the claims information we have. As specified in the Evaluation Design, we will collect data for actual Denver Health claims during the project period.
- Our data is based on claims in the year prior to and after randomization in the intervention for the Denver SIB project. To make a conservative estimate of claims in years 2-7 of the H2H project, we held constant the per person, per year estimate of the net reduction in federal outlays in each out-year. This is a conservative estimate because, as shown in the theory of change, we expect the net reduction in federal outlays to grow larger as individuals in the treatment group stabilize in housing and the control group continues to experience a cycle of jail, homelessness, and avoidable health services.
- Based on our analysis of claims data, this population has high rates of claim payments being delayed or otherwise unpaid, likely due in part to litigation. In addition, although Medicaid will

not pay some charges that are in excess of daily allowed maximums or otherwise do not meet the plan's coverage specification, Medicaid does cover some of those costs through a fee for service structure (such as some claims for a primary diagnosis of substance use disorder, some inpatient admissions, etc.) and pays other uncompensated costs through supplementary payments. As specified in the Evaluation Design, we will collect the full universe of fee for service and managed care claims for the study population during the project period.

- If the project induces a net reduction in Medicaid claims (including an increase in office-based care but decreases in hospitalizations, ED visits, etc.), the federal government will see a reduction in outlays through reduced fee for service claims, lower negotiated capitated rates for managed care claims, and lower supplementary payments for uncompensated claims.
- The cost of health care will increase with inflation. We have adjusted for inflation using the GDP price deflator as projected by the Administration's most recent Economic Assumptions and Overview.

Expenditures among Control and Treatment Groups in the Years Prior to and After Randomization in the Denver SIB

Step 1: First, we tabulated the mean expenditures associated with Medicaid claims among the control and treatment groups in the years prior to and after randomization in the Denver SIB evaluation. We also estimated expenditures for missing Denver Health claims based on a sample of such claims as explained in the methods section above. For both the control and treatment groups, we observed the same group of individuals pre- and post-randomization. Those randomized to the treatment group received the supportive housing intervention while those in the control group received services as usual. This approach accounts for increases in certain types of claims due to the intervention, such as office-based visits, as well as reductions in certain types of claims, such as emergency department visits and hospitalizations.

	Total Sample (N = 193)											
	Control (N=97)						Treatment (N=96)					
	0 to 1 Years Prior			0 to 1 Years After			0 to 1 Years Prior			0 to 1 Years After		
	Mean	Median	SD	Mean	Median	SD	Mean	Median	SD	Mean	Median	SD
Medicaid/Medicare Expenditures												
Office Based Care Visits	\$2,574	\$770	\$4,074	\$2,449	\$483	\$4,172	\$2,329	\$478	\$4,006	\$2,370	\$1,337	\$2,697
Primary SUD Dx	\$1,883	\$220	\$3,796	\$1,696	\$199	\$3,140	\$1,521	\$265	\$2,782	\$876	\$265	\$1,484
Primary Psychiatric Dx	\$257	\$0	\$888	\$396	\$0	\$1,226	\$419	\$0	\$2,131	\$886	\$257	\$1,490
Other DX	\$433	\$0	\$1,546	\$357	\$0	\$2,295	\$389	\$0	\$1,253	\$608	\$0	\$1,677
Emergency Department Visits	\$1,838	\$0	\$6,466	\$2,772	\$0	\$7,340	\$4,930	\$198	\$11,557	\$3,092	\$0	\$11,597
Preventable Visits	\$871	\$0	\$3,929	\$1,140	\$0	\$4,405	\$3,538	\$0	\$10,309	\$2,314	\$0	\$10,791
Hospitalizations	\$2,737	\$0	\$12,627	\$1,024	\$0	\$5,219	\$3,205	\$0	\$18,901	\$274	\$0	\$1,122
Primary SUD Dx	\$2	\$0	\$16	\$57	\$0	\$554	\$1,132	\$0	\$10,884	\$5	\$0	\$35
Primary Psychiatric Dx	\$1,776	\$0	\$9,508	\$0	\$0	\$0	\$1,966	\$0	\$15,606	\$13	\$0	\$77
Other DX	\$960	\$0	\$5,703	\$967	\$0	\$5,192	\$107	\$0	\$428	\$256	\$0	\$1,088
Ambulance	\$11	\$0	\$67	\$50	\$0	\$281	\$44	\$0	\$341	\$1	\$0	\$6
Prescription Medication	\$219	\$0	\$876	\$599	\$0	\$3,264	\$2,154	\$0	\$6,999	\$1,301	\$0	\$3,398
Estimated Denver Health	\$4,216	\$5,760	\$4,063	\$7,345	\$10,207	\$8,703	\$3,907	\$5,426	\$4,083	\$5,732	\$6,878	\$7,567

Net Change in Expenditures for Health Services as a Result of the Denver SIB Supportive Housing Intervention

Step 2: Next, we calculated the difference between the mean expenditures pre- and post-randomization for the observed individuals in the control and treatment groups. The mean control pre/post amount represents the change in baseline expenditures in the absence of the intervention, and the mean treatment pre/post amount represents the change in expenditures after the intervention. Then we calculated the difference between the control and treatment mean differences to get the mean difference in difference (DID). The mean DID amount represents the cost impact of the intervention, or the net reduction in outlays, and this approach accounts for any changes in larger conditions due to factors other than the intervention. Because the target population is primarily covered by Medicaid expansion for which the federal match is 90 percent, we calculated 90 percent of the mean DID as the **total net reduction in federal outlays per person in the intervention, per year.**

Medicaid/Medicare Expenditures	Mean control pre/post	Mean treatment pre/post	Mean DID
Office Based Care Visits	\$(125)	\$41	\$166
Primary SUD Dx	\$(187)	\$(645)	\$(458)
Primary Psychiatric Dx	\$139	\$467	\$328
Other DX	\$(76)	\$219	\$295
Emergency Department Visits	\$934	\$(1,838)	\$(2,772)
Preventable Visits	\$269	\$(1,224)	\$(1,493)
Hospitalizations	\$(1,713)	\$(2,931)	\$(1,218)
Primary SUD Dx	\$55	\$(1,127)	\$(1,182)
Primary Psychiatric Dx	\$(1,776)	\$(1,953)	\$(177)
Other DX	\$7	\$149	\$142
Ambulance	\$39	\$(43)	\$(82)
Prescription Medication	\$380	\$(853)	\$(1,233)
Estimated Denver Health	\$3,129.14	\$1,824.39	\$(1,305)
Total Change in Expenditures	\$2,644	\$(3,800)	\$(6,444)
Federal Share of Change in Expenditures	\$2,379.73	\$(3,419.65)	\$(5,800.00)

Outcome Valuation Calculation

Step 3: Finally, we used the total net reduction in federal outlays per person in the intervention, per year, to calculate the annual net reduction in federal outlays after the intervention. Annual totals were calculated by multiplying the per person, per year amount by the number of individuals expected to be served each year in the intervention, according to the enrollment timeline. Because individuals will enroll in the intervention on a rolling basis over the first two years, annual totals are also pro-rated by the number of months each individual is expected to be in the intervention each year. Finally, we adjusted annual totals for inflation based on the GDP price deflator forecast published in the Administration's most recent *Economic Assumptions and Overview*. **The total inflation-adjusted net reduction in federal outlays is \$5,512,000 and is the proposed maximum outcome payment.** In the value calculations table, we show both the federal value (\$5,512,000 total) and the city value driven by reductions in jail, police, court, and other medical costs. Finally, we also provide a calculation of federal savings without costs/savings that occur in risk-based managed care.

Federal Savings

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
Annual net reduction in federal outlays (2018 dollars)	\$207,800	\$628,300	\$725,000	\$725,000	\$725,000	\$725,000	\$725,000	\$4,461,100
Inflation adjusted net reduction in federal outlays	\$256,700	\$776,300	\$895,800	\$895,800	\$895,800	\$895,800	\$895,800	\$5,512,000

*GDP price deflator (from Administration's 2020 'Economic Assumptions and Overview') from 2018 (the year for which federal savings numbers were generated) through 2027 (the year of the federal savings outcomes payment)

Value Calculations

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Total Value	\$657,514	1,987,856	\$2,293,797	\$2,326,308	\$2,359,550	\$2,393,538	\$2,428,291	\$14,446,855
Federal Value	\$256,741	\$776,276	\$895,750	\$895,750	\$895,750	\$895,750	\$895,750	\$5,511,767
City Value	\$414,714	\$1,253,856	\$1,446,797	\$1,479,308	\$1,512,550	\$1,546,538	\$1,581,291	\$9,235,055
Value per Participant	\$8,499	\$16,241	\$18,740	\$19,000	\$19,266	\$19,538	\$19,816	
Value per Dollar of Intervention Cost	0.497	1.391	1.576	1.566	1.546	1.538	1.507	1.391
Total Number of Participants	79	125	125	125	125	125	125	125
Total Intervention Cost	\$1,352,046	\$1,459,205	\$1,486,394	\$1,516,741	\$1,557,485	\$1,587,679	\$1,643,922	\$10,603,472

Maximum SIPPRA Outcome Payment: \$5,512,000

Denver Department of Finance
 201 W. Colfax Ave. | Denver, CO 80204
www.denvergov.org/finance
 p. 720.913.5500 | f. 720.913.4103

Federal Savings without Managed Care

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
Annual net reduction in federal outlays (2018 dollars)	\$207,800	\$628,300	\$725,000	\$725,000	\$725,000	\$725,000	\$725,000	\$4,461,100
100% behavioral health managed care	\$(5,400)	\$(16,300)	\$(18,900)	\$(18,900)	\$(18,900)	\$(18,900)	\$(18,900)	\$(116,200)
15% physical health managed care	\$30,400	\$91,800	\$105,900	\$105,900	\$105,900	\$105,900	\$105,900	\$651,700
Subtotal after removing managed care	\$182,800	\$552,800	\$638,000	\$638,000	\$638,000	\$638,000	\$638,000	\$3,925,600
Inflation adjusted net reduction in federal outlays	\$225,900	\$683,000	\$788,300	\$788,300	\$788,300	\$788,300	\$788,300	\$4,850,400



COLORADO
Department of Health Care
Policy & Financing

1570 Grant Street
Denver, CO 80203

April 30, 2020

RE: LETTER OF SUPPORT FOR DENVER HOUSING TO HEALTH SIPPRA APPLICATION

Dear Ms. Victorino and Members of the Interagency Council,

As the state Medicaid agency, the Colorado Department of Health Care Policy and Finance (HCPF) enthusiastically submitted a letter of support for the Denver Housing to Health (H2H) SIPPRA application in May 2019. We continue to express strong support for this effort as it aligns well with the department's priorities and has so much potential to improve the lives and health of Coloradans struggling with homelessness. The effort will both improve the quality of life for the participants, and at the same time reduce preventable, high-cost utilization. It is our pleasure to reaffirm our support for the project.

To follow up on our recent conference call with all of the federal partners, we write to express our support of the Denver H2H project team proposed methodology to assess health care savings within the managed care sub-population. We expect that the proposed randomized control trial study will detect the impact of the intervention on the project participants covered by risk-based managed care. We believe their proposed methodology is sound and is supported by Medicaid in Colorado. We hope that the project receives SIPPRA funding and will work to support the team's analysis as it relates to the impact on Medicaid expenditures, including managed care capitation rates.

Thank you for your consideration of this project.

Sincerely,

Tracy Johnson
Medicaid Director





DEPARTMENT OF FINANCE
MARGARET DANUSER
DEPUTY CHIEF FINANCIAL OFFICER

201 W. Colfax Avenue, Dept 1010
Denver, CO 80202
p: (720) 913-5547 m: (720) 376-1138
www.denvergov.org/finance

TO: Blossom Butcher-Sumner, Attorney-Advisor, U.S. Department of the Treasury (Treasury),
Office of the General Counsel, Banking and Finance

FROM: Margaret Danuser, Deputy Chief Financial Officer, City and County of Denver, Colorado
(Denver)

DATE: January 25, 2021

SUBJECT: Response to Request for Additional Information Required for Compliance with Title VI of
the Civil Rights Act of 1964

The City and County of Denver is in receipt of the Department of Treasury's Request for Additional Information Required for Compliance with Title VI of the Civil Rights Act of 1964, dated December 16, 2020. This request pertains to Denver's application for a Social Impact Partnerships to Pay for Results Act (SIPPRA).

In response, Denver submits the following information to Treasury to satisfy the Title VI pre-award requirements for the SIPPRA program:

1. **Assurances of non-discrimination** – The City and County of Denver has included a signed copy of this form with this memo.
2. **Social Impact Partnerships to Pay for Results Act (SIPPRA) Applicant Certifications** – The City and County of Denver has included a signed copy of this form with this memo.
3. **Information about subrecipients compliance** – Treasury acknowledged that the City and County of Denver's application does not indicate that there will be subrecipients involved in the proposed project. The City and County of Denver intends to pay its partners for performance and, as such, does not believe there will be subrecipients in our proposed project.

Please advise if the Department of Treasury requires additional information as it considers the City and County of Denver's SIPPRA application.

Sincerely,

Margaret Danuser
Deputy Chief Financial Officer
City and County of Denver
margaret.danuser@denvergov.org



Social Impact Partnerships to Pay for Results Act (SIPPRa) Applicant Certifications

Department of the Treasury

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted in connection with each application to Treasury for financial assistance under the SIPPRa grant program before receipt of award funding. The certifications shall be treated as a material representation of fact upon which reliance will be placed when Treasury makes award determinations under the SIPPRa grant program. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of SIPPRa financial assistance.

A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters — Primary Covered Transactions: Instructions for Certification

1. By signing and submitting the Application, the prospective primary participant (the Applicant) is providing the certification set out below.
2. The Applicant shall submit an explanation of why it cannot provide any certification set out below. The certification or explanation will be considered in connection with Treasury's approval of the proposed application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction.
3. This certification is a material representation of fact upon which reliance is placed when Treasury determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.
4. The Applicant shall provide immediate written notice to Treasury if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and

"voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Treasury for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).

6. The Applicant agrees by submitting the Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Treasury.

7. The Applicant further agrees by submitting the Application that it will not award any contract or subaward to any entity on the government-wide Excluded Parties List System (EPLS) found in the System for Award Management (SAM).

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals..

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent

person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, subject to all other remedies available to the Federal government, and Treasury may terminate this transaction for cause or default.

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. Pursuant to Treasury's regulations on nonprocurement debarment and suspension implemented at 31 C.F.R. Part 19, the prospective primary participant (the Applicant) in a primary tier "covered transaction," as defined at 31 C.F.R. § 19.200(a) certifies to the best of its knowledge and belief that neither it nor any of its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) or private agreement or transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the

offenses enumerated in paragraph (b) of this subsection in the certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

2. Where the Applicant is unable to certify to any of the statements in this certification, the Applicant shall attach an explanation to this Certification form and submit it to Treasury via Kathleen Victorino, Kathleen.Victorino2@Treasury.gov.

C. Certification Regarding Drug-Free Workplace Requirements

As required by the Drug-Free Workplace Act of 1988, as implemented at 31 C.F.R. Part 20, Subpart F, for recipients, as defined at 31 C.F.R. § 20.650:

1. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against the employees for violations of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Applicant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance program; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in such grant, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying Treasury, in writing, within ten calendar days after receiving notice of a conviction under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to Treasury and the administering agency at the following address: Kathleen Victorino, 1500 Pennsylvania Avenue, NW, Washington, D.C. 20220 and Susan Anderson, U.S. Department of Housing and Urban Development, SNAPS, CPD, ASCPD 451 7th Street, SW, Washington, DC 20410-7000.

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(ii), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

D. Certification Regarding Lobbying

1. As required by 31 U.S.C. § 1352, as implemented by 31 C.F.R. Part 21, the Applicant certifies and assures, to the best of its knowledge and belief that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with making of any Federal grant, and the extension, continuation, renewal, amendment, or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant application, the undersigned shall complete and submit the Standard Form - SF LLL, "Disclosure of Lobbying Activities" in accordance with its instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all its subawards at all tiers and contracts (including, their subcontracts) and ensure that all subrecipients, contractors, and subcontractors shall certify and disclose accordingly.

2. This certification regarding lobbying is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution, and also may be subject me and the Applicant to civil penalties and administrative remedies for false claims under Federal law.

Signature of Authorized Senior Official: Margaret Danuser

Name: Margaret Danuser

Date: January 25, 2021

Title: Deputy CFO

Name of Applicant: City and County of Denver

Social Impact Partnerships to Pay for Results Act (SIPPR) Applicant Assurances

Department of the Treasury

On behalf of the Applicant, and in support of this application for financial assistance, I certify under penalty of perjury to the U.S. Department of the Treasury (“Treasury”), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Treasury decision to make an award to the Applicant based on its application.
- (2) The Applicant has the legal authority to apply for the federal assistance sought by the application, and it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) Throughout the period of performance for the award made by Treasury and administered by the agency identified in the grant agreement—
 - a. the Applicant will comply with all award requirements, federal statutes, Executive Orders, and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award made by Treasury based on the application and administered by the agency identified in the grant agreement specifically include federal statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. As the duly authorized representative of the Applicant, I assure, to the best of my knowledge and belief that the Applicant will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in educational programs or activities; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101- 6107), which prohibits discrimination on the basis of age; (5) The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L.

91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; and (9) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and activities of state and local government;

- b. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- c. on behalf of the Applicant, I make the specific assurance pursuant to 31 C.F.R. § 23.33 that the Applicant will also comply with Treasury's implementing regulations for the Age Discrimination Act of 1975 and the general age discrimination regulations at 45 C.F.R. Part 90.

(5) For any award resulting from this application:

- a. the Applicant has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. The Applicant will not request funds under this award for any contract unless this certification remains true and accurate.
- b. pursuant to 2 C.F.R. § 200.303, the Applicant will establish and maintain effective internal control over all award agreements resulting from this application, and provide reasonable assurance that the Applicant will manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. The Applicant knows of no material deficiencies in its internal controls.
- c. the Applicant has a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) in effect and that covers each activity for which it seeks funding under this grant.

(6) The Applicant will give Treasury, Treasury designee, Treasury Office of Inspector General, and the Government Accountability Office through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award made by Treasury based on the application pursuant to 2 C.F.R. § 200.336(a).

(7) If awarded by Treasury based on the application, the Applicant will—

- a. comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. comply, as applicable with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(8) The Applicant, as applicable, will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501 et seq.) and 2 C.F.R. Part 200 Subpart F (Audit Requirements).

(9) The Applicant will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing the SIPBRA grant program.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise.

Signature of Authorized Senior Official:

Margaret Danuser

Name: Margaret Danuser

Date: January 25, 2021

Title: Deputy CFO

Name of Applicant: City and County of Denver

From: [Victorino, Kathleen](#)
To: [Blickley, Christopher](#); [Girardo, William](#); [Jones, Nevelyn](#)
Subject: FW: SIPPra Touch Base
Date: Wednesday, August 11, 2021 10:34:11 AM
Attachments: [Independent evaluator qualifications 2021.08.10\[40\].docx](#)

From: Mary Wickersham <mary@marywickersham.com>
Date: August 11, 2021 at 7:07:08 AM PDT
To: Victorino, Kathleen <Kathleen.Victorino2@treasury.gov>, Welborn, Jennifer M. - CAO Asst City Attorney - Sr <Jennifer.Welborn@denvergov.org>, Fisher, Britta E. - HOST MA0054 Director of the Denver Office o <Britta.Fisher@denvergov.org>, Nelson, Angie M. - HOST HOST Deputy Director of Housing Stabili <Angela.Nelson@denvergov.org>
Subject: FW: SIPPra Touch Base

**** Caution:** External email. Pay attention to suspicious links and attachments. Send suspicious email to suspect@treasury.gov **

Attached is the updated Partner Qualifications for Urban Institute. The Urban team can speak to it today.

Mary

From: Kathleen.Victorino2@treasury.gov
When: 8:00 AM - 9:00 AM August 11, 2021
Subject: FW: SIPPra Touch Base
Location: 202 927 2255 PIN 389100

-----Original Appointment-----

From: Kathleen.Victorino2@treasury.gov <Kathleen.Victorino2@treasury.gov>
Sent: Monday, August 9, 2021 6:31 PM
To: Kathleen.Victorino2@treasury.gov; Christopher.Blickley@treasury.gov; William.Girardo@treasury.gov; Theodore.Figinski@treasury.gov; Danuser, Margaret - DOF Deputy Manager
Cc: Nevelyn.Jones@treasury.gov
Subject: SIPPra Touch Base
When: Wednesday, August 11, 2021 7:00 AM-8:00 AM (UTC-08:00) Pacific Time (US & Canada).

Where: 202 927 2255 PIN 389100

Independent evaluator qualifications

If the City and County of Denver's SIPPRA grant is awarded, the Urban Institute will serve as the independent evaluator. The Urban Institute's professional staff of roughly 290 includes 210 researchers and analysts trained in economics, statistics, public policy and administration, political science, urban planning, business administration, education, sociology, law and other fields. The Urban Institute has been the independent evaluator for the City of Denver's Supportive Housing Social Impact Bond Initiative (SIB) since 2015.

Qualifications of the individuals designing and overseeing the evaluation and ensuring its quality, including their education or training and type and years of experience.

The project team for the proposed SIPPRA outcome's cost analysis will be led by co-principal investigators Sarah Gillespie (project director of the Denver SIB) and Devlin Hanson, Ph.D. (impact analysis lead of the Denver SIB). Senior research advisors and quality technical reviewers will include Mary Cunningham (co-principal investigator of the Denver SIB), Jennifer Kincheloe (senior research associate in the Urban Institute's Metropolitan Housing and Communities Policy Center), and Mike Pergamit, Ph.D. (co-principal investigator of the Denver SIB). The proposed team has managed the Denver SIB evaluation since its design in 2015 and is closely connected to all local partners and data sources. Brief biographies of each member of the evaluation team follow:

Sarah Gillespie, MPA. Ms. Gillespie is an associate vice president for metropolitan housing and communities policy at the Urban Institute. Her research focuses on housing and homelessness, place-based initiatives and performance measurement. She is project director for a five-site experimental evaluation of supportive housing for families involved in the child welfare system, and an experimental evaluation of a supportive housing pay-for-success (PFS) initiative for frequent users of the criminal justice system in Denver. She also leads technical assistance efforts on data collection and performance measurement for federal Promise Neighborhood place-based grantees, as well as Feeding America's Collaborating for Clients collective impact pilot sites.

Before joining Urban, Ms. Gillespie was a program manager at the U.S. Department of Housing and Urban Development (HUD), where she developed and managed public-private partnerships to support departmental priorities.

Devlin Hanson, Ph.D. Ms. Hanson is a principal research associate in the Center on Labor, Human Services, and Population at the Urban Institute. She is a labor economist, specializing in rigorous impact evaluations, whose research focuses on housing, child welfare and veterans. She leads the impact study of the Denver Supportive Housing Social Impact Bond, a randomized controlled trial (RCT) evaluation of supportive housing for people who are homeless and cycle in and out of the criminal justice system. She also leads impact evaluations of two multisite RCTs: one on supportive housing for homeless families involved in child welfare, and one on a high school internship program. Ms. Hanson is currently working on an evaluation of the Homeless Veterans' Reintegration Program and previously led an implementation and feasibility study of an evaluation of the United Services Military Apprenticeship Program.

Hanson also has experience as an evaluator in pay for success. In addition to her work on the SIB PFS project, she is designing two rigorous PFS evaluations and providing technical assistance on impact evaluations of supportive housing programs in the PFS context.

Mary Cunningham, MPP. Ms. Cunningham is vice president for metropolitan housing and communities policy at the Urban Institute, where her research focuses on homelessness, housing, concentrated poverty and efforts to improve family self-sufficiency and overall well-being among low-income families. She has expertise in several HUD homelessness and assisted housing programs, including permanent supportive housing, transitional housing, emergency shelter, Housing Choice Vouchers, Family Self-Sufficiency, HOPE VI and the Moving to Opportunity demonstration. She directs studies examining the impact of housing vouchers on child welfare involvement, the impact of supportive housing on high-need families in the child welfare system, and a homelessness prevention program for at-risk veterans.

From 2005 to 2008, Ms. Cunningham launched and directed the Homeless Research Institute, the research and education arm of the National Alliance to End Homelessness. She also co-chaired a research council on homelessness comprising nationally recognized academics and policy researchers. She also authored numerous reports, including *A Research Agenda for Ending Homelessness* and *Homelessness Counts*.

Jennifer Kincheloe, Ph.D., MPH. Ms. Kincheloe is a senior research associate in the Metropolitan Housing and Communities Policy Center at the Urban Institute. She is a research scientist with 20 years' experience in policy research in justice, public health, and the health and safety of under-served populations. Prior to joining Urban, she worked as a Principal Investigator at the UCLA Center for Health Policy Research, where she managed a national NIH-funded study and developed predictive multi-level model of Medicaid enrollment used nationwide to improve outreach. As an experienced survey methodologist, she also designed question sets for a statewide, 50,000-household, California Health Interview Survey.

Mike Pergamit, Ph.D. Mr. Pergamit, a senior fellow in the Center on Labor, Human Services, and Population at the Urban Institute, is a labor economist whose research is focused on vulnerable youth. Mr. Pergamit also works on issues of integrating and accessing public benefits and services. He currently co-directs an evaluation of two programs providing housing and services to families involved in the child welfare system, as well as a study of multiple benefit use by low-income families.

Before joining the Urban Institute, Mr. Pergamit spent 10 years at the National Opinion Research Center and 13 years at the U.S. Bureau of Labor Statistics (BLS). For 10 years he was the director of the National Longitudinal Surveys at the BLS. He has a Ph.D. from the University of Chicago.

Experience working with the datasets the project expects to use.

As the independent evaluator for SIB, the Urban Institute currently has strong relationships, including active memorandums of understanding and ongoing data sharing, with all local agencies from which it would collect data for the cost analysis:

- Colorado Coalition for the Homeless and Mental Health Center of Denver: service provision
- Denver Health and Hospital Authority: jail-based health care services
- Denver Police Department: police contacts, arrests and bookings

- Denver Sheriff Department: jail stays
- Colorado Access: Medicaid claims
- City and County of Denver: other city and county services and budgets

Prior work in conducting implementation and causal impact analyses and how their past methodologies and evaluation design experience will be used in the proposed project.

The Urban Institute has experience with pay-for-success projects and evaluations and understands the challenges inherent to each stage of a PFS project and how the PFS mechanism can both facilitate and impede various project goals. The Urban Institute's work on the SIB began during the initiative's structuring phase, in which it led the development of a robust research design with key SIB partners, e.g., it conducted an analysis of the target population and a simulation of the referral process; navigated challenges such as ensuring independence and objectivity; worked with an independent validator; and built buy-in for a rigorous evaluation. Throughout this process, the Urban Institute built a robust knowledge base of PFS evaluations. In the first year of implementation, the Urban Institute led such tasks as project monitoring and development of an implementation data dashboard, interviews with key partners to understand challenges and successes, and real-time course corrections to ensure the strongest possible project and evaluation. This experience ensures that the Urban Institute has a deep understanding of many of the tasks and challenges SIPPRA grantees will be facing, as well as a deep knowledge of the unique considerations the local evaluation partner will be balancing as it seeks to conduct a rigorous evaluation within the context of a PFS project.

The Urban Institute is currently conducting a five-year randomized controlled trial evaluation and implementation study to determine whether and how the program achieves the outcome targets that trigger payments to the PFS investors. Over the last three years, the Denver SIB RCT evaluation has maintained a 70% or above take-up rate, with a current sample size of over 800 participants. Throughout this project, the Urban Institute team has regularly accessed and analyzed all implementation and administrative data required for the proposed cost analysis. The random assignment processes, outcome measures and statistical analyses have been routinely reviewed by external validators at the University of Pennsylvania (Dennis Culhane), who have consistently reported they adhere to the established research design and quality research standards.

Since 2016, the Urban Institute has conducted the Denver SIB evaluation using the same methodologies proposed for the SIPPRA evaluation, including an evaluation of health service utilization. The proposed evaluation design is an expansion and adaptation of the Denver SIB evaluation design (Cunningham et al., 2016). As presented in the latest evaluation report (Cunningham et al., 2018), the Denver SIB has produced highly promising evidence so far. Almost three years in, the evaluation has found that participants have high rates of housing stability and less time in jail than predicted. Overall, 285 people have been leased up through the Denver SIB program, usually within six months of being referred to service providers. Most participants, 85%, never exit housing once they sign their lease. These are promising results for housing stability, and they indicate strong interim outcomes for the program. After one year in housing, 44% of housed participants had not returned to jail. Although housed participants are still spending some time in jail, averaging 34 days, this is significantly lower than the predicted number of jail stays for this target population in the absence of housing, which is 77 days. The evaluation will release interim findings on the impact on jail stays in 2019 and the three-year impact on jail stays in 2021.

Experience dealing with unforeseen data or implementation issues in other program evaluations. Provide specific examples and experiences dealing with unforeseen data or implementation issues.

Over the first three years of the Denver SIB, the Urban Institute has been a critical partner on both the Operations and Governance committees, navigating implementation and evaluation issues in collaboration with the City and County of Denver, the PFS intermediary, service providers and investors.

Example: Service providers for the Denver SIB experienced early challenges to locating individuals referred to the supportive housing program. To support outreach efforts, the Urban Institute used GIS mapping software to map each police contact for referred individuals and create a geographic picture of where individuals were most frequently located.

Example: The initial eligibility list did not generate enough referrals to meet the enrollment timeline over the course of the five-year project. To deal with this issue, the Urban Institute worked with the Denver Police Department to update the eligibility list every six months, nearly doubling the pool of eligible individuals over the first three years of the evaluation.

Example: Over the first year of implementation, program data showed that all planned exits from the Denver SIB were from participant deaths, raising concerns among project partners. The Urban Institute negotiated a data sharing agreement with the Colorado Center for Health and Environmental Data to collect individual-level vital statistics on the full eligibility list and show that death rates among SIB participants were comparable to or lower than rates for their peers on the full eligibility list.

Cunningham, M., Gourevitch, R., Pergamit, M., Gillespie, S., Hanson, D., O'Brien, T., Velez, C., Brisson, D., Sanford, G., & Magnus, A. (2018). *From homeless to housed: Interim lessons from the Denver Supportive Housing Social Impact Bond Initiative*. Washington, D.C.: Urban Institute.

From: [Blickley, Christopher](#)
To: [Jones, Nevelyn](#)
Cc: [Victorino, Kathleen](#); [Girardo, William](#); [Butcher-Sumner, Blossom](#)
Subject: FW: Denver-Urban IE Agreement
Date: Tuesday, August 17, 2021 1:47:51 PM
Attachments: [Denver SIB Eval RFO FINAL.docx](#)
[Urban Institute SIB second amendment executed.pdf](#)
Importance: High

Nevelyn,

Please add this email and the attachments to the “approved application” document that you’re creating.

Everyone else,

FYI and for your records.

Thanks,

Chris

From: Welborn, Jennifer M. - CAO Asst City Attorney - Sr <Jennifer.Welborn@denvergov.org>
Sent: Tuesday, August 17, 2021 1:13 PM
To: Blickley, Christopher <Christopher.Blickley@treasury.gov>
Subject: Denver-Urban IE Agreement
Importance: High

**** Caution:** External email. Pay attention to suspicious links and attachments. Send suspicious email to suspect@treasury.gov **

Chris:

In response to your request for information about the procurement of the independent evaluator by Denver, I’m attaching (1) the extension of the existing contract between Denver and Urban Institute for independent evaluator services related to Denver’s existing SIB program and (2) the RFP Denver issued to procure an independent evaluator at the beginning of its SIB program.

The Urban Institute was chosen to be the independent evaluator for the SIB program by Denver in 2015 pursuant to a competitive procurement process. Denver has extended that contract now through March 2022 to accommodate Denver’s extension of its SIB program. Denver proposed in its SIPPPRA application to continue its use of the Urban Institute as its independent evaluator, given the Urban Institute’s knowledge of Denver’s existing program and extensive work thus far on a similar

scope.

Denver expects to either extend its existing contract with the Urban Institute through an amendment that adds time, compensation, and additional scope of work; or, to enter into a new contract with the Urban Institute that has such a similar scope of work as called for in the 2014 RFP. We believe that Denver did competitively procure the services we are seeking from the Urban Institute. In any case, though, 2 CFR 200.320 (c)(2) and (3) allow for sole sourcing of services if such services are available from a single source and if the public exigency will not permit delay. The need to respond to the federal grant availability in fewer than 90 days and current local need to provide these housing services as quickly as possible as well as the long delay of either that would be caused by seeking a new partner without the expertise and experience that the Urban Institute has in Denver and with its SIB program justify Denver's use of the Urban Institute.

Thanks for all your help in this matter.
Jen

Jennifer Welborn | Assistant City Attorney
Municipal Operations, City Attorney's Office | City and County of Denver
p: (720) 913-3252 | cell: (303) 590-5266 | jennifer.welborn@denvergov.org



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Social Impact Solutions



Request for Qualifications for Evaluator for Denver's Supportive Housing Social Impact Bond Initiative

Responses Due:
November 17, 2014

The Corporation for Supportive Housing (CSH), Enterprise Community Partners, Inc. (Enterprise), Social Impact Solutions (SIS), and the City of Denver is soliciting Requests for Qualifications from qualified persons/firms with demonstrated capacity and experience to develop and implement a rigorous evaluation of a social impact investment initiative that will provide supportive housing to chronically homeless individuals who struggle with mental health and substance use challenges.

About CSH, Enterprise and SIS

Corporation for Supportive Housing transforms how communities use housing solutions to improve the lives of the most vulnerable people. We offer capital, expertise, information, and innovation that allow our partners to use supportive housing to achieve stability, strength, and success for the people in most need. CSH blends over 20 years of experience and dedication with a practical and entrepreneurial spirit, making us the source for housing solutions.

Enterprise Community Partners, Inc. works with partners nationwide to build opportunity. We create and advocate for affordable homes in thriving communities linked to jobs, good schools, health care and transportation. We lend funds, finance development and manage and build affordable housing, while shaping new strategies, solutions and policy. Over more than 30 years, Enterprise has created nearly 320,000 homes, invested \$16 billion and touched millions of lives.

Social Impact Solutions principals have several decades of high level policy development, financing and implementation experience. Through SIS, they are leading Pay for Success / Social Impact Bond efforts throughout Colorado. They support clients in positioning successful programs for innovative finance through feasibility studies, financial modeling, identification of funders and structuring deals.

About the City and County of Denver

Denver, officially the **City and County of Denver (the “City”)** is the largest city and capital of Colorado. Denver is also the second-most populous county in Colorado. The City has been studying the feasibility of using social impact bond financing for the past year and has identified a population of chronically homeless individuals as the target population best fit for using Social Impact Bond financing to fund outcomes-oriented solutions. The initiative builds upon the work of the Denver Crime Prevention and Control Commission, which has identified, tracked, and begun a pilot program with the target population. The City funds several homelessness programs and interacts with homeless individuals in multiple ways. The proposed Social Impact Bond initiative has become a vital piece of the Mayor’s strategy to move the City towards preventative and lasting solutions for addressing the underlying causes of homelessness.

Background and Program Overview

In the City and County of Denver, data was collected on 300 people who are chronically homeless with substance use disorders and/or mental health challenges. For just this cohort of chronically homeless adults, the Denver Crime Prevention and Control Commission determined that Denver spends roughly \$11 million each year, including hospital visits, run-ins with the police and visits to detox facilities.

It is well documented that supportive housing – which offers both permanent affordable housing and linkages to services for physical and mental health, substance abuse and other issues common in the chronically homeless population – can actually reduce long-term spending on emergency services such as shelter, emergency hospital services, police, court and jail services, and emergency medical care, while improving outcomes for chronically homeless individuals. For example, studies show that every dollar spent on permanent supportive housing saves up to two dollars elsewhere in public spending. However, despite mounting evidence of effectiveness, local governments often have trouble securing the necessary investments for supportive housing.

At the Clinton Global Initiative meeting in June 2014, Denver Mayor Michael B. Hancock announced the City's intention to develop a new initiative that will connect high utilizers of public services with supportive housing. Supportive housing for these individuals will address the underlying causes of homelessness, including mental illness and substance abuse, while also reducing criminal justice and emergency health system costs.

The Mayor has asked for design and implementation plans for an initiative to serve 200-300 high utilizers of public services, most of whom are chronically homeless. This initiative will span the next six years leveraging a wide array of existing public funding supplemented with resources developed through Social Impact Bond (SIB) financing. In recent years, there has been increased public and private interest in Social Impact Bonds, a financial tool that harnesses private capital to support critical but underfunded public services. SIBs are a promising tool for creating new public-private partnerships to tackle some of the most pressing social and economic problems facing low-income communities, all while ensuring that any taxpayer investment yields measurable results. Under a typical SIB contract, private investors provide upfront capital to fund a proven intervention. Investors are paid back by the government with a financial return only if pre-defined social outcomes are achieved. Often the financial return to investors comes from the money saved through a reduction in government spending. If the program falls short, the investors could potentially incur losses. For more information about Social Impact Bonds, please visit <http://hks-siblab.org/>.

In September of 2014, CSH, Enterprise and SIS released a RFQ to identify local supportive housing developers and service providers to partner on this initiative to connect up to 300 chronically homeless individuals and high utilizers of public services with supportive housing and intensive case management. Several strong applications were received and the selection

committee is now working to narrow down the list of providers that will be partnering in this initiative.

The program aims to address the challenges that vulnerable individuals experience in obtaining and sustaining stable housing, including mental illness and substance abuse, while also reducing Denver's criminal justice and emergency health systems costs. The primary goals of this initiative are to:

- House and serve 200-300 high utilizers of government services (including jails, shelters, substance use, judicial, law enforcement, health and mental health services)
- Successfully (re)integrate participants into the community in stable, affordable housing
- Improve overall health of participants and increase use of appropriate preventive health services while reducing use of crisis care such as hospital emergency rooms, inpatient services, detox facilities, etc.
- Reduce utilization of Denver City and County jail, court, police and medical services
- Demonstrate SIB as financing mechanism

Key Program Elements

Target Population

The initiative will target high utilizers of government services (most of whom are chronically homeless individuals, as defined as having a chronic debilitating condition, and sleeping in a place not meant for human habitation and/or in an emergency shelter and/or in a safe haven, and having been homeless continually for one year or more OR having four or more episodes of homelessness in three or more years.) This RFQ will be used to identify evaluation persons/firms to conduct a rigorous evaluation to assess the impact and cost-effectiveness of the Social Impact Bond initiative.

High utilizers are those individuals who are frequently before the court, in jail, and habitually using a spectrum of resources including:

- Health care services -- emergency rooms, detox, and ambulatory services.
- Criminal justice services -- arrests, jail admissions and discharges.

Based on data and reports from the Denver Crime Prevention and Control Commission, there are at least 300 individuals in the City and County of Denver County who are anticipated to meet the definition outlined above. Participants in the final program will collectively target this specific population using administrative data, conducting outreach/in-reach to Denver County Jail, Denver Health, Continuum of Care, and other public entities.

Permanent Supportive Housing

This initiative will identify and provide affordable, permanent supportive housing to the target population. All housing must meet the definition of Permanent Supportive Housing which means:

1. Housing that is affordable, meaning the tenant household ideally pays no more than 30% of their income toward rent, that can be located in a single site or scattered in multiple locations in the community
2. Housing that provides tenant households with a lease or sublease identical to non-supportive housing — with no limits on length of tenancy, as long as lease terms and conditions are met
3. Housing that proactively engages residents in a flexible and comprehensive array of supportive services, without requiring participation in services as a condition of ongoing tenancy. This includes onsite services and/or community based, intensive case management models like Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT)
4. Informed property or landlord management – Property management maintains a balance between ensuring the effective operation and management of the physical facility and fostering tenants' housing stability and independence.
5. Housing that supports tenants in connecting with community-based resources and activities, interacting with diverse individuals including those without disabilities, and building strong social support networks.

Additionally, programs will encompass the following four elements found to be essential to the achievement of the initiative goals:

1. *Housing First* -- The goal of "housing first" is to immediately house people who are homeless. Housing comes first no matter what is going on in one's life, and the housing is flexible and independent so that people get housed easily and stay housed. Housing first can be contrasted with a continuum of housing "readiness," which typically subordinates access to permanent housing to other requirements. Housing first is a low-barrier entrance process that supports moving persons quickly into housing of their choice from settings such as the streets or shelters, without preconditions of treatment acceptance or compliance.
2. *Harm Reduction* -- A model of substance-use intervention that focuses on helping people who use substances to better manage their use and reduce the harmful consequences to themselves and others, including actively working to prevent evictions. In conjunction with housing first and supportive housing, using the harm reduction philosophy means that individuals do not have to sober to be eligible to enter housing and are not evicted solely for a failure to maintain sobriety.
3. *Person-Centered Care* -- Where services are voluntary, customized and comprehensive, reflecting the individual needs of tenants, and, tenants have meaningful opportunities to engage in the community.
4. *Assertive outreach and engagement* -- Programs conduct assertive outreach to engage and recruit members of the target population. Programs will engage target population members and offer them the opportunity to obtain affordable housing along with health and social services.

Social Impact Bond Financing

There are many types of pay for performance contracting in which the government agrees to pay based on agreed upon specified outcomes. SIBs are one form of contracting which fall within the larger category of Impact Investing.

SIBs raise funds from a variety of non-governmental sources to support programs and services. Successful program outcomes are required in order to trigger repayment. There are numerous variations on how to structure these types of contracts. In exchange for investing in an intervention, funders receive their initial investment plus a possible return on investment if pre-determined outcomes are reached that generate savings of taxpayer dollars or agreed upon success metrics are achieved.

The benefits are threefold:

1. The nonprofit provider receives a predictable, committed funding stream for a defined period of time not subject to government cuts in order to provide services and scale up successful interventions;
2. Government is able to target public resources for successful interventions while encouraging innovation in new solutions from non-governmental partners;
3. Investors have the potential to earn a return on a successful investment while achieving a social good.

SIBs reduce the risk of public funds being utilized for ineffective interventions. They allow public programs to have clear, established goals aimed at tackling the most pressing social concerns and consequently, for taxpayer money to be directed at the most promising interventions.

Purpose of this RFQ

The purpose of this RFQ is to seek information from independent evaluation entities interested in and qualified to develop and implement a robust and rigorous evaluation for this initiative. This document is not intended as a formal offering for the award of a contract or participation in any future solicitation. CSH, Enterprise, SIS and the City are currently working to secure resources that would provide support for the evaluation.

The issuers of the RFQ reserve the right, at their sole discretion, to withdraw the RFQ; to use the ideas or proposals submitted in any manner deemed to be in the best interests of the City and County of Denver, including (but not limited to) negotiating with one or more respondents or undertaking the prescribed work in a manner other than that which is set forth herein. In their sole discretion, the issuers of this RFQ reserve the right to choose to discuss various approaches with one or more potential partners (including those not responding to the RFQ). In addition, the issuers of this RFQ may, upon discussion of the approaches, proceed with a demonstration project with partners who show that they are able to provide one or more interventions.

Evaluation Goals/Scope of Services

We have four primary goals for the evaluation:

1. Develop and implement a rigorous evaluation design involving a matched comparison group (randomized control trial or other quasi-experimental design) to measure the impact of the programmatic intervention on participant outcomes.
1. In conjunction with the initiative partners, design and conduct a robust cost-benefit analysis of the initiative including advising on measurement windows appropriate to the population and intervention as informed by the research base and best practice; determine estimated service reductions/cost savings to different public systems (including shelters, jails, courts, hospitals, etc.) associated with intervention; and determine and quantify other non-monetary costs and benefits (e.g., improved health, reduced crime, etc.) of program for different stakeholders such as participants, taxpayers, crime victims, public systems and society.
2. Assist with building a Pay For Success agreement with all parties; assist in the development and refinement of success benchmarks and key outcome metrics that will be used to determine performance-based payments; and work with relevant parties to develop data tracking/collection systems and strategies to accurately measure and validate outcomes.
3. Conduct a process/implementation study; collect information on program implementation to help 1) interpret findings from the impact evaluation, 2) understand key differences between this services provided through the SIB initiative, usual care and other alternative interventions, 3) highlight implementation challenges, 4) determine service gaps and strategies to improve program efficiency and 5) determine whether/how efforts are driving improvements in public system performance, cross-system collaboration and delivery of care for target population

Tasks for this work may include, but are not limited to:

Design Stage

- Review results and processes used in the current pilot program serving a similar population of chronically homeless persons in Denver that might be helpful in designing the full evaluation.
- Work with initiative partners to prepare a comprehensive evaluation plan, including evaluation design, a detailed work plan and timeline, and securing IRB approval.
- Prior to implementation, interview initiative partners, providers and other key stakeholders to assess needs, goals and potential risks/challenges of the evaluation related to design, data collection, measurement, etc. Propose mitigation strategies.

Structuring Stage

- Work with local public agencies – including State health agencies, hospitals, behavioral health entities, jails, shelters and courts - to obtain access to administrative data on service use and costs, develop and execute data sharing agreements, and ensure secure transfer and use of confidential data.
- Work with housing and service providers to assess, develop, and create standard processes to collect individual-level data on client engagement, service participation, housing, and other relevant outcomes.
- Work with initiative partners and providers to implement the evaluation in a coordinated manner.
- Develop training materials and deliver trainings for providers and other key staff on evaluation methodology, data collection, survey administration, etc.

Operating Stage

- Work collaboratively with initiative partners to implement the evaluation and participate in regular (monthly) calls to discuss progress and challenges
- Aggregate, clean and analyze data from all sources.
- Prepare regular progress reports, interim reports and a final report documenting findings from the evaluation based on an agreed upon timeline.
- Work collaboratively with initiative partners to present key findings of evaluation to local and national stakeholders.

RFQ Submission Guidelines

All proposal items must be submitted ELECTRONICALLY by 5 pm EST on November 17, 2014 to: socialimpactbonds@denvergov.org. Note: hard copies of proposal or application materials will not be accepted.

Proposal narrative must be submitted in Microsoft Word or PDF format and should not exceed twenty (20) single-spaced pages using Times New Roman 12 point font and one-inch margins.

Respondents should address the following:

1. A cover letter, which provides the name, mailing address, telephone number, email address, and fax number of the individual to whom we may communicate regarding the proposal. The cover letter should clearly state that the proposal is in response to the Request for Qualifications.
2. Organization/Evaluator background
 - Provide 1-2 paragraphs describing organization's history, mission, core values, and areas of expertise.
3. Describe your team/organization's experience designing, developing and implementing rigorous impact evaluations and cost benefit analyses of programs targeting homeless, mentally ill or other highly vulnerable populations; include knowledge of or experience

with multiple assessment methods and using experimental and/or quasi-experimental designs.

4. Describe your experience working on large scale evaluations in a collaborative environment across government and nongovernmental entities.
5. Proposed Evaluation Activities:
 - Describe the evaluation methodology or methodologies you believe are best suited for this initiative, balancing both feasibility and the desire for the most rigorous evaluation
 - What measures are most important for the desired outcomes?
 - Based upon similar work or knowledge of Denver, what are the best data sources and collection strategies for the initiative?
6. Identify any anticipated challenges to the implementation of the evaluation; and discuss strategies to mitigate those challenges, particularly issues related to creating comparable comparison group(s), accessing administrative data for both intervention and comparison groups and obtaining consent from study participants if necessary
7. Briefly describe the anticipated roles and relevant background of key staff that will work directly on this project. Describe their experience and qualifications as they relate to the program as described in this RFQ. Describe plan for evaluation staffing and oversight;
 - a. Include resumes of key staff as an appendix; include a description of prior experience that is comparable in content, scope and design
8. Provide a budget using the attached template. Please create *separate* budgets for the design phase and the structuring/operating phases. The budget should include a rationale for all proposed fees and costs.
9. Provide at least three names and contact information of individuals who can describe the capacity and experience of the applicant/organization related to evaluation projects of similar scope.

Selection Criteria/Process

All proposals will be reviewed and evaluated by a selection committee consisting of key staff from partnering agencies.

Submissions will be evaluated based on the following criteria and qualifications:

- Demonstrated experience and knowledge of multiple assessment methods; experience designing and implementing rigorous impact evaluations of complex social programs using experimental and/or quasi-experimental methods
- Demonstrated knowledge of the target population (frequent users of criminal justice and crisis service systems who are homeless with chronic health/mental health conditions) and the systems/providers that serve this population
- Soundness of approach and degree to which proposed evaluation design and activities meets stated goals

- Demonstrated experience conducting comprehensive cost-benefit analyses of social programs targeting homeless, formerly incarcerated or other high-risk populations;
- Established track record of successful collaborations with high-profile public-private partnerships
- Experience reporting the results of program evaluation activities in a thorough, accessible and usable format to various stakeholders
- No conflict of interest with initiative partners
- Management plan, staff availability, and readiness to proceed
- Budget feasibility
- Quality of references

Conditions of Proposal Submission:

- Only one proposal will be accepted from any one organization. Organizations may respond individually or as part of a team. Multiple organizations may form a team for this application, but should clearly identify the lead organization and the anticipated role(s) for each partner organization.
- All costs incurred in the preparation and presentation of the submitted proposal, in any way whatsoever, shall be wholly absorbed by the prospective contractor. Any material submitted by the prospective contractor that is to be considered confidential must be clearly marked as such.
- Evaluation entities must be independent from any of the provider and partner organizations listed above as partners.

Questions

The contact person for all questions is:

Janette Kawachi

Email: Janette.kawachi@csh.org

Phone: 203-606-2529

Timeline:

The overall project timeline is still under consideration and contingent on a number of factors but our goal is to have all project components in place to begin implementation (i.e. housing and serving clients) by July 2015. Given this timeline, evaluation activities would likely begin in January 2015 and proceed in the following manner:

- Evaluation Design Phase: January to March 2015
- Structuring Phase: April – June 2015 (some components will be ongoing)
- Operating Phase: July 2015 and onward

The goal is to house and serve approximately 300 homeless frequent users in supportive housing over a five to six year period. Placements will occur gradually during this period with approximately 100-150 persons being housed each year until we reach our overall goal of 300 individuals. Ideally, the timeframe for the evaluation would align with the duration of the SIB initiative, capturing outcomes for at least two or more years post-housing for all enrolled participants. The exact timeframe will be determined by our evaluation budget and ongoing funding for the initiative.

This RFQ is being issued on October 20, 2014; and responses to it are due no later than 5pm Eastern Standard Time on Monday, November 17, 2014.

CSH, Enterprise, SIS and the City will host an online information session and Q&A webinar on November 4, 2014 to answer any questions prospective applicants may have about the RFQ or the SIB initiative. **To RSVP for this information session, please email with subject line “RSVP for Denver SIB RFQ Info Session”.**

A Letter of Intent to Apply is due November 5th, 2014 by 5pm Eastern Standard Time to socialimpactbonds@denvergov.org. The Letter of Intent to apply need only state organization name and contact information (name, email, phone).

Initiative partners will also hold phone interviews with leading respondents during the week of December 1st, 2014. Respondents will be contacted by November 24th for interview times.

All applicants can expect to receive a response by November 24, 2014.

RFQ issued	October 20, 2014
RFQ Information and Q&A Webinar	November 4, 2014
Letter of Intent to Apply due	November 7, 2014
Applications Due	November, 17, 2014
Notification to top candidates and interviews scheduled	November 24, 2014
Phone Interviews conducted with top candidates	December 1 – December 5, 2014
Selection of Evaluator completed	December 10, 2014

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:
Contractor Name:

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


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 4/8/2021


SEAL



CITY AND COUNTY OF DENVER:


ATTEST:

DocuSigned by:

401385B9DD354C3
Clerk and Recorder/Public Trustee
Paul López

By: DocuSigned by:

63CED49359814EC
Mayor
Michael B. Hancock

APPROVED AS TO FORM:


Attorney for the City and County of Denver

By: DocuSigned by:

7D89B6833166465
Assistant City Attorney
Jennifer welborn

REGISTERED AND COUNTERSIGNED:

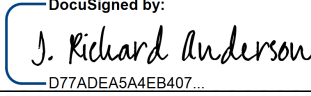
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Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

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Auditor
Timothy M. O'Brien

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.

C:\Users\janderson\Box\Contracts\101138 - MET (Interdisciplinary Research)\Mod #2\Revised Mod[101138-0004-001 v2 urban.xls]TaskBudget

THE URBAN INSTITUTE

Budget Period:January 1, 2021 -April 30, 2022

01/11/21

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

Object Classification	2020 Hourly Rate	Referral and Randomization: Management and			Impact Study: Data Collection			Reporting and Dissemination			Total Estimated	
		Task 1			Task 3			Task 4			Total Estimated	
		Hours	Dollars		Hours	Dollars		Hours	Dollars		Hours	Dollars
ON-SITE PERSONNEL												
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
OTHER DIRECT COSTS												
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
GENERAL & ADMINISTRATIVE	22.57%		10,171			10,154			9,792			30,117
Total Estimated Cost			55,234			55,142			53,176			163,552
FIXED FEE	7.00%		3,866			3,860			3,722			11,448
TOTAL ESTIMATED COST PLUS FIXED FEE			\$59,100			\$59,002			\$56,898			\$175,000

* 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.