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FIRST AMENDATORY AGREEMENT

This **FIRST AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the "City") and **ANALYTICS AND INSIGHTS MATTER LLC**, a Colorado limited liability company, whose address is 9249 South Broadway, #200-320, Highlands Ranch, Colorado 80129 (the "Consultant"), jointly ("the Parties")

RECITALS:

A. The Parties entered into an Agreement dated June 2, 2021, (the "Agreement") to perform the services set forth on Exhibit A, the Scope of Work and Rates, to the City's satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update standard provisions, and amend the scope of work and rates.

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

1. Section 4 of the Agreement entitled "**COMPENSATION AND PAYMENT**" Sub-section d. (1) entitled "**Maximum Contract Amount:**" is hereby deleted in its entirety and replaced with:

"**d.** **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS ($798,951.00)** (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."

2. Section 20 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"**20. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

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a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Consultant certifies that:

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

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

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

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

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

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

c. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification

Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City."

3. Section 23 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

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

4. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work and Rates**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

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

6. This First 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: ENVHL-202261909-01/ENVHL-202157997-01
Contractor Name: ANALYTICS AND INSIGHTS MATTER LLC

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:

Attorney for the City and County of Denver

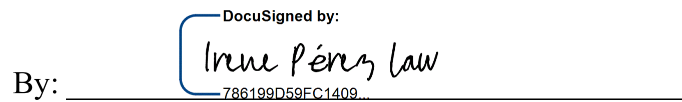
By: ______________________________

REGISTERED AND COUNTERSIGNED:

By: ______________________________

By: ______________________________

Contract Control Number: ENVHL-202261909-01/ENVHL-202157997-01
Contractor Name: ANALYTICS AND INSIGHTS MATTER LLC

By: 

Name: Irene Pérez Law
(please print)

Title: Co-Founder
(please print)

ATTEST: [if required]

By: ______________________________________

Name: ______________________________________
(please print)

Title: ______________________________________
(please print)

Exhibit - A1
Scope of Work and Rates
ANALYTICS AND INSIGHTS MATTER (AIM)

I. Introduction

The COVID-19 pandemic has had a significant impact on the behavioral health of people with reported increases in anxiety, depression, suicidal ideation, trauma or stressor-related disorder, and substance use from pre-pandemic levels. According to recent research, mental health conditions disproportionately impact specific populations, young adults, Hispanic persons, black persons, essential workers, unpaid caregivers for adults, and those receiving treatment of pre-existing psychiatric conditions.[1]

The August 14, 2020 edition of Morbidity and Mortality Weekly Reports describes these increases in detail, comparing the June 2020 Household Pulse Survey with previously reported levels of mental health conditions (https://www.cdc.gov/nchs/covid19/pulse/mental-health.htm). In June 2020, 40.9 percent of respondents reported experiencing at least one adverse behavioral health condition. These included symptoms of anxiety disorder or depressive disorder (30.9%), trauma and stressor-related disorder (TSRD) related to the pandemic (26.3%), and starting or increasing substance use to cope with stress or emotions related to COVID-19 (13.3%).
Of those who reported at least one adverse behavioral health symptom the following was identified:

- 74.9 percent were aged 18–24 years,
- 51.9 percent were aged 25–44 years,
- 52.1 percent reported Hispanic ethnicity,
- 66.2 percent reported less than a high school diploma as their educational level,
- 54.0 percent reported being essential workers,
- 66.6 percent reported being an unpaid caregiver for an adult,
- 72.7 percent reported current treatment for diagnosed anxiety,
- 68.8 percent reported current treatment for diagnosed depression, and
- 88.0 percent reported current treatment for post-traumatic stress disorder.

Equally concerning, the percentage of respondents who reported having considered suicide in the 30 days before completing the 2020 survey was 10.7 percent. This represents approximately twice the proportion of individuals in 2018 who reported considering suicide in the previous 12 months (4.3%). In 2020, suicidal ideation was significantly higher among respondents aged 18–24 years (25.5%), minority racial/ethnic groups (Hispanic respondents (18.6%), non-Hispanic Black respondents (15.1%), self-reported unpaid caregivers for adults (30.7%), and essential workers (21.7%).
Suicide rates have been on the rise in the United States over the last two decades, with the latest data from 2018 showing the highest suicide rate since 1941 (Rushlau, 2020). According to the National Institute for Mental Health (2019), suicide continues to be a major public health concern and is among the leading causes of death in the United States.

The Colorado Healthy Kids Survey (2019) from Denver Public School students further shows that:

- Suicide is the leading cause of death for those aged 10 to 24 (CHI, 2018).
- About a third of youth report feeling sad or hopeless.
- Approximately 6.4 percent of youth in high school reported a suicide attempt in the past 12 months.

[1] Mental Health, Substance Use, and Suicidal Ideation During the COVID-19 Pandemic-United States, June 24-30, 2020, MMWR, August 14, 2020

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- Approximately 10 percent of youth in middle school reported having attempted suicide sometime in the past.
- Females reporting more frequent attempts compared to males.
- Lesbian, gay, bisexual, transgender, queer, questioning, and intersex youth reported a greater frequency of attempting suicide compared to heterosexual and cisgender youth.

The increases in reported behavioral health conditions were considerable compared to the prevalence of these conditions before the pandemic. Specifically, the prevalence of anxiety disorder in 2020 was approximately three times those reported in the second quarter of 2019 (25.5% versus 8.1%). The prevalence of depressive disorders was four times more than reported in the second quarter of 2019 (24.3% versus 6.5%).

The January 2020 Road to Wellness: A Strategic Framework to Improve Behavioral Health in Denver includes three goals that are consistent with this proposal:

- Goal 2: When we seek care, we get the care we need,
- Goal 3: We have access to compassionate, integrated, coordinated care,
- Goal 5: We have the data to understand and improve behavioral health.

In 2019, 16 percent of Denver residents reported needing mental health care but not getting it. More than two percent reported not getting the help they need for substance use. The report concluded that many people need care but are unsure how to ask for help. One Denver resident offered the following, which summarizes the challenge:

“I wish we could make it easier for people with behavioral health issues to get the help they need without jumping through so many hoops."

Given the significant increase in reported behavioral health conditions, it is an opportune time to identify the specific service needs of people with behavioral health conditions, barriers to services and identify the actions and system changes necessary to improve access and acceptability of the service continuum as responsive to the needs of its customers.

The Denver Department of Public Health and Environment (DDPHE) has selected **Analytics and Insights Matter (AIM)** to conduct the Denver Comprehensive Behavioral Health Needs Assessment Across the Service Continuum: Prevention to Recovery as described below.

II. Scope

Comprehensive needs assessments are a well-established public health practice to identify and characterize needs, challenges, and potential solutions from the perspective of people impacted by a behavioral health condition (i.e., substance use disorder, serious mental health condition, non-serious mental health condition or suicidal ideation or action). A needs assessment highlights the current state, the future state as established in the research literature, and the gaps between them. Most needs assessments include the perspective of stakeholders and service providers to capture information on the current service delivery system and its capacity to provide services that are responsive to people in need.

The needs assessment will use quantitative and qualitative data collection methods and sampling reflective of the groups impacted by mental health conditions, substance use disorders, and suicide with oversampling of groups who may be difficult to access and under-represented in needs assessments.

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These may include but are not limited to, people experiencing homelessness, those with disabilities, racial and ethnic groups, non-English speaking people, youth and LGBTQ+.

The needs assessment will include the following components:

1. ***Review of the literature (prior strategic plans, studies, and prior needs assessments)*** conducted within the last three to five years on mental health and substance use disorder pertinent to the City and County of Denver. DDPHE can provide data collection tools, prior studies, and study summaries to assist the contractor.

2. ***Review of demographics and populations*** at risk or impacted by mental health and substance use disorders, including the population size and level of care needed if available, behavioral and socioeconomic characteristics, health literacy, and health-seeking behaviors.

3. ***Development of methods,*** sampling schemes, tools, data collection, cleaning, storage, and analysis protocols, including data security protocols to protect personally identifiable information.

4. An ***assessment of needs*** across the service continuum and specific subpopulations of people with mental health conditions and substance use disorder, including:
    a. an identification of the services needed,
    b. barriers to services, including extent to which people are denied needed services,
    c. respondents' recommendations for how to improve service delivery so it is ***available, accessible, and acceptable to them*** across a variety of parameters such as culture, language, gender identity, ability, and other characteristics, and
    d. assess the degree to which access to service is timely, the cost is affordable, and location and hours are convenient.
    e. This will be accomplished through up to 4 focus groups with current and / or potential consumers of behavioral health services and a quantitative survey of up to 400 consumers of behavioral health services who live in the City and County of Denver. Our team will leverage existing interview and focus group insights and resources gathered during the Anti-Stigma Campaign Project.

5. A ***resource inventory*** of organizations and individuals who provide services across the continuum, including the name of the organization, location of service, type and levels of services provided, the audience for services, eligibility criteria, service exclusions, service waitlist, and range/average length of time a person is on a waitlist, number of people served annually by service level, and condition.

6. Profile of ***provider capacity and capability*** to deliver services, including the adequacy of the behavioral health workforce to meet service delivery needs and workforce limitations (please note: workforce limitations could be insufficient staff to meet service demand, adequate education and training, or incongruence between the characteristics of the service population and those providing the services.) Where possible, information gathered from each organization will include the demographics of the communities served and their policies that may affect their capacity and capability profile. Part of this approach will include up to 24 interviews with personnel at key service provider and related organizations in the City and County of Denver. Whenever possible, we will focus on talking to people within these organization who are "on the ground" delivering services given their operational insights.

7. Quantitative assessment of ***unmet needs and service gaps***; comparing available services to identified needs reveals unmet needs and service gaps, analysis of unmet needs/service gaps may

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include a determination of overall needs, as well as the identification of service needs for subpopulations.

8. Identified ***capacity development needs***; capacity development needs exist when disparities in the availability of services are identified, particularly in historically underserved communities. In planning for capacity development, quantifying the need is imperative within general service categories. If the needs assessment identifies gaps in the service system's ability to reach and address the needs of underserved populations or communities (e.g., insufficient access points, cultural or language barriers), these must be described in terms of service categories (by geography if possible) with descriptions of possible ways to address the gaps.

9. A ***discussion of needs*** across the service continuum and subpopulations impacted by mental health and substance use disorders and recommendations for further study.

III. Deliverables and Reporting Requirements

The deliverable due date schedule with descriptions is listed below. Deliverable due dates can be extended up to two months with written approval from DDPHE. **AIM** must submit these items via email by 6:00 pm on the dates listed to marion.rorke@denvergov.org The contract monitor will review the submission within seven (7) business days and respond to AIM with any requested revisions, comments, and/or questions. AIM assumes that there will be no more than two rounds of collaborative revisions with DDPHE for each deliverable.

Deliverable (s)	Due Date	Description
1. Monthly Status Reports and Stakeholder Discussions	1. Status report delivered within 10 calendar days of end of month, with the status report discussion happening within another 10 calendar days with DDPHE stakeholders. 2. Informal check-in discussions will occur at least once per month.	Monthly Status Reports to the City including: • Updates on progress • Challenges/barriers • Any deviations from planned activities
2. Written Report	Within 30 calendar days of Work Plan end date	The Written Report will include: • Background: Summary of the purpose of the assessment. Include a review and summary of peer-reviewed literature, technical documents, and reports. • Methods, Data Sources, Analysis: Describe the process of gathering, storing, cleaning, and analyzing the data (i.e., survey, focus groups, interview, any outside sources used, response rates, etc.), and describe privacy and confidentiality protections. • Narrative Summary of Needs Assessment Results: Present the needs assessment findings in detail according to the needs assessment components

Deliverable (s)	Due Date	Description
		previously described, including the caveats or limitations to be considered when using the data. • Recommendations: Make recommendations to address unmet needs and service gaps, propose changes in service delivery, areas for further study, etc. • Appendices: Include references, acronyms list, assessment materials used (informed consent forms, information sheets, recruitment fliers, survey tools, interview guides, focus group questions, etc.)
3. Brief PowerPoint presentation	Within 30 calendar days of Work Plan end date	The PowerPoint presentation will include a brief summary of the written report (20 slides max).
4. Two-page handout	Within 30 calendar days of Work Plan end date	The two-page handout will be an infographic that contains graphically pleasing and informative summary of the project objectives, methods and findings.

IV. Monitoring Activities

The City will review all materials developed by AIM prior to public use. The City may request additional information and/or course corrections at any time during the contract period that are consistent with the original project scope.

V. Payment Terms & Budget

The total shall be billed in monthly installments from February 1, 2022 through December 31, 2022.

The City shall reimburse **Analytics and Insights Matter** for the following direct and indirect expenses related to carrying out the scope of work:

- Needs Assessment – Focus group and survey participant incentives and 3rd party services and contracts needed to complete a behavioral health needs assessment (e.g., Sample providers).
- Provider Capacity and Capabilities – Interview incentives and 3rd party services and contracts needed to complete a provider capacity and capabilities assessment (e.g., WICHE).
- Indirect costs include administrative, day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary, accounting, insurance and legal fees plus costs associated with general business operations such as telecommunications, printing, internal technology and office space.

Phase/Category	**Personnel**	**Operations & Client Services**	**Subtotals**
1: Planning & Background	$22,160	0	$22,160
2: Needs Assessment	$68,778	$16,100	$84,878
3: Provider Capacity and Capabilities	$50,260	$5,000	$55,260
4: Gaps and Recommendations	$41,730	0	$41,730
Program Management	$23,245	0	$23,245
Category Total	$206,173	$21,100	***$227,273***
Indirect Costs			$22,727
Grand Total			**$250,000**

Contractors must submit detailed invoices using templates provided by DDPHE with supporting documentation (such as receipts and invoices for all reimbursed expenses) within 30 calendar days of the end of the month. Payments will be provided on a net 30 basis.

Invoices should be sent electronically to OBHSinvoices@denvergov.org