

THIRD AMENDATORY AGREEMENT

This **THIRD 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, a First Amendatory Agreement dated March 23, 2022, and a Second Amendatory Agreement dated December 8, 2022 (collectively, 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 amount, update paragraph 20-No Employment of Workers without Authorization 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:**”, subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$818,841.00)** (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 WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**20. [RESCINDED].**”

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

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

5. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: ENVHL-202367675-03/ENVHL-202157997-03
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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202367675-03/ENVHL-202157997-03
ANALYTICS AND INSIGHTS MATTER LLC

By:  _____
786199D59FC1409...

Name: Irene Pérez Law
(please print)

Title: Co-Founder
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Exhibit A – 2: Scope of Work and Rates

ANALYTICS AND INSIGHTS MATTER (AIM)

I. Introduction

According to the 2019 Colorado Health Access Survey, 16 percent of Denver residents needed mental health care but did not receive it. Of those who did not receive mental health care, over one-third cited discomfort about personal issues as a reason for not accessing services. Additionally, over 11,000 needed care for substance use but did not receive it. Stigma negatively impacts people with mental health conditions or substance use disorders, resulting in a lower quality of life, barriers to seeking physical and behavioral health care, and reduced housing, education, and employment opportunities. The United Health Foundation's 2019 annual Health of Women and Children Report showed the teen suicide rate had risen 58 percent — to just over 20 deaths per 100,000 teens between 15 and 19 years old — in Colorado from 2016 to 2019. The increase is the fastest of any state in the nation, while the national rate has jumped 25 percent in the same time frame. Death by suicide is disproportionately impacting the Latinx youth population in Denver. According to the Denver Medical Examiner's Office in 2019, 66 percent of death by suicide among youth under 18 were in the Latinx population (compared to 50% in 2018), and the City and County of Denver experienced the highest death by suicide rate per capita for public safety employees in the country last year. Not only is this epidemic adversely impacting residents within the city, but it is also taking a tremendous toll on our city family. While there are resources available in the Denver community to address this issue, there continues to be a stigma attached to accessing help.

According to the 2014 Behavioral Risk Factor Surveillance Survey, over 15 percent of Denver adults have experienced four or more Adverse Childhood Events associated with increases in risk for behavioral health conditions. Local focus groups and people living with behavioral health conditions have mentioned that stigma is a barrier to care. Furthermore, the Behavioral Health Literacy and Community Involvement Working Group, which assisted in developing Road to Wellness: A Strategic Framework to Improve Behavioral Health in Denver, indicated that "stigma remains a major barrier in accessing behavioral health treatment." The Opioid Response Strategic Plan includes a campaign addressing stigma as a strategy to prevent substance misuse. Moreover, a stigma campaign aligns with Caring for Denver's focus on youth, community-centered connections, care provision, and jail alternatives. The need for behavioral health services has increased with the onset of COVID-19—moreover, increased demand is expected for some time to come.

The Denver Department of Public Health and Environment (DDPHE) has selected Analytics and Insights Matter (AIM) through a competitive Requests for Proposal process to design and implement a stigma-reduction campaign. The goal is to reduce stigma related to behavioral health conditions as stigma acts as a barrier to early intervention and access to behavioral health treatment and support. The populations of focus fall into five overlapping sub-groups of individuals:

- people with mental health conditions,
- people with substance use disorders,

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- people who use substances without a diagnosis,
- people who have attempted suicide, and
- people who have experienced suicidal ideation.

For this project's purposes, these sub-groups will be collectively referenced as the "populations with behavioral health conditions."

II. Scope

The project objectives are to:

- reduce stigma as a barrier to accessing services;
- measure baselines of knowledge, attitudes, and beliefs (KAB) resulting in stigma associated with Denver's behavioral health conditions; and
- change the KABs in Denver to increase empathetic responses and decrease aversive responses to behavioral health conditions.

There are two target audiences for messaging:

- 1) the general population (to address public stigma), and
- 2) people with behavioral health conditions and their loved ones (to address self-stigma and stigma of association).

AIM will conduct the activities described below to implement Denver's Anti-Stigma Campaign from formative assessment through evaluation. AIM will break down activities into four phases, encompassing the implementation of campaign activities from development through completion. AIM will ascertain and review existing anti-stigma public-facing campaigns focused on substance use and mental health before launching this campaign. This analysis will allow the campaign to align with current campaigns targeting similar populations and not duplicate or confuse existing efforts. For example, Let's Talk Colorado, SEE ME, Below the Line, and others are focused on similar populations. DDPHE may assist AIM in the identification of those campaigns and help facilitate introductions, where appropriate.

Phase 1: Formative Assessment

During the formative assessment, AIM will conduct: a literature review, an evaluation of similar projects, develop and execute a survey of the population with stigma-scales, and conduct focus groups and interviews with relevant stakeholders to address a variety of stigma topics that may include, but are not limited to Social Distance, Willingness to Disclose, Discriminatory Intent, and Accessing Treatment & Health Care. Since there are multiple populations, the scales may differ somewhat across groups. The specific stigma topics addressed will be decided in mutual agreement between AIM and DDPHE stakeholders. AIM will do the following in this phase:

- i. identify potential stakeholders and their preferred method for viewing anti-stigma messages;
- ii. assess any current efforts and relevant literature;
- iii. identify demographic compositions of Denver with target sampling schemes for any subpopulations (e.g., establish minimum and maximum percent of respondents that fall

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- into each major demographic category for each of the audiences, with oversampling of historically underrepresented and disproportionately impacted populations);
- iv. establish surveys and modes for survey dissemination, including virtual options (e.g., multi-method approach customized to each of the audiences and behavioral health conditions);
 - v. securely collect, manage, and store qualitative and quantitative data;
 - vi. reach standard demographic representation of Denverites via surveys;
 - vii. recruit participants for interviews, focus groups, and other assessment activities;
 - viii. conduct planned qualitative and quantitative analysis of (or as modified through mutual agreement between AIM and DDPHE stakeholders):
 1. core themes from interviews and focus groups;
 2. frequencies, means, and standard deviations for all categorical, stigma, theme, and message ratings broken down by audience, subpopulation, and behavioral health condition;
 3. means differences and significance in stigma levels between behavioral health conditions within target audiences on pre-test surveys;
 4. means and differences in theme and message ratings between behavioral health conditions within target audiences on pre-test surveys; and
 - ix. conduct exploratory analyses that can provide context for the project and understand nuances and subtlety beneath the surface of planned quantitative analyses.

Through these activities, AIM will determine:

- i. the baseline of stigma related to behavioral health conditions in Denver;
- ii. if stigma in Denver differs based on the behavioral health condition;
- iii. differing messages based on condition, and if so, how, including types of referent people within the messages; and
- iv. prioritization of certain conditions more heavily impacted by stigma.

Phase 2: Message Development, Marketing Plan, and Advertising Plan

During Phase 2, AIM will develop messaging for diverse and disparate audiences based on existing knowledge and formative assessment activities. AIM will do the following in this phase:

- i. draft messages for dissemination with populations as identified in the formative assessment and submit for review by the City,
- ii. test approved drafts of messages within communities intended to receive the messages,
- iii. revise messages based on City, stakeholder, and community feedback,
- iv. finalize messages and materials for the campaign phase, and
- v. develop a campaign implementation plan including a timeline with information about the placement of campaign materials will be placed.

Through these activities, AIM will:

- i. determine the efficacy of messages with target audiences and subpopulations;
- ii. ensure messages are accepted by target audiences, including developing messages which differ based on subpopulation or stigmatized behavioral health condition;

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- iii. assess foreseeable issues such as language barriers, geographic and mobility restrictions, and age-based communication needs in addition to more hidden differences such as implicit bias, underlying cultural or normative issues, and gender bias;
- iv. determine the best channels for the campaign, including how they will vary by audience and subpopulation;
- v. establish access to channels needed to reach all audiences and subpopulations based on formative assessment; and
- vi. establish agreements with traditional and social media, as applicable, to implement the campaign phase (e.g., secure placement).

Phase 3: Campaign

During Phase 3, AIM will implement the project's message dissemination portion based on formative assessment findings and the approved Marketing Plan and Advertising Plan. AIM will do the following in this phase:

- i. disseminate messages via traditional and social media, as applicable;
- ii. collect digital metrics regarding the potential success of the campaign (e.g., monitor analytics) by platform, including reach, impressions, and behavior;
- iii. monitor reach of print collateral, as applicable; and
- iv. conduct continual assessments for necessary changes to the digital strategy to be in collaboration with DDPHE.

Phase 4: Evaluation

For Phase 4, AIM will compile and analyze data to determine campaign awareness, understanding, and effectiveness of the English and Spanish versions of the campaign. This will include a second dissemination of the survey with stigma scales to compare KABs before and after the campaign (when possible). AIM will do the following in this phase:

- i. use monitoring data to identify challenges to shape future branding and communication strategies and methods;
- ii. conduct post-testing using the same methods as during the formative with the following changes:
 1. removal of non-targeted behavioral health conditions,
 2. removal of the original theme and message questions, and
 3. addition of new theme and message questions;
- iii. conduct interviews to understand the level of impact found for the campaign for qualitative data, including lessons learned;
- iv. conduct the following planned analyses (or as modified through mutual agreement between AIM and DDPHE stakeholders):
 1. frequencies, means, and standard deviations for all categorical, theme, and message ratings broken down by audience, subpopulation, and behavioral health condition;

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2. mean difference and significance in stigma levels between two post-tests groups within each audience for those aware and unaware of the campaign based on the post-test survey; and
3. mean difference and significance in stigma levels between pre-test and post-test groups within each audience for pre-test participants compared to all post-test participants, all pre-test participants compared to only post-test participants who said they were aware of the campaign, and all pre-test participants compared to only post-test participants who said they were not aware of the campaign;
- v. conduct exploratory analyses as applicable to provide context and distinctions for further efforts, including stratification by common demographic data such as race/ethnicity, age, gender, and educational attainment; and
- vi. submit a report that incorporates data analysis, including:
 1. key findings such as insights, commonalities in data, unique data-driven anecdotes, basic direction gleaned from research processes, and success, as shown by Denverites, reached;
 2. strategic implications and recommendations to increase engagement and audience ownership; and
 3. graphical depictions of data and analytics to contextualize information for readers.

III. Deliverables and Reporting Requirements

The deliverable due date schedule with descriptions is listed below. Deliverable due dates can be extended up to five 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 questions.

Phase	Deliverable(s)	Due Date	Description
Formative assessment	<ol style="list-style-type: none"> 1. Analysis Report 2. Analysis Report Presentation 3. Monthly Status Reports and Stakeholder Discussions 	<ol style="list-style-type: none"> 1. Within 30 calendar days of workplan end date 2. Within 30 calendar days of workplan end date 3. Status report delivered within 10 	<ol style="list-style-type: none"> 1. Analysis Report on findings of the formative assessment including: <ul style="list-style-type: none"> • relevant literature; • quantitative and qualitative data; • suggested themes for message development (including theory guiding the message for local motivators for change); • a description of prevailing KABs about stigma related to behavioral health conditions (including information from baseline analysis e.g., pre-test); • a description of the

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Phase	Deliverable(s)	Due Date	Description
		calendar days of the end of the month, with the status report discussion happening within another 10 calendar days with DDPHE stakeholders	methodology used to survey primary and secondary audience; <ul style="list-style-type: none"> • ideal modes for reaching different populations with campaign messages (e.g., recommendations); and • any remaining questions, divergent information, audience-specific considerations, and potential priority subpopulations. 2. Presentation on findings of the formative assessment including: <ul style="list-style-type: none"> • a high-level overview of the Analysis Report, and • recommendations to the City on formative assessment results. 3. Monthly Status Reports to the City including: <ul style="list-style-type: none"> • updates on progress, • challenges and barriers, and • any deviations from planned activities.
Message development, marketing plan, and advertising plan	1. Draft Marketing Plan, Advertising Plan, and presentation 2. Finalized marketing plan, advertising plan, and presentation 3. Monthly status reports and stakeholder discussions	1. Within 30 calendar days of work plan end date 2. Within 30 calendar days of work plan end date 3. Status report delivered within 10	1. Draft Marketing Plan and Advertising Plan including: <ul style="list-style-type: none"> • potential messages that resonate with the community, including drafted materials, • description of community testing of messages and message selection (messages approved by DDPHE before actual testing with community members), • description of how formative assessment was translated into messages, and • plan to disseminate. messages

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Phase	Deliverable(s)	Due Date	Description
		<p>calendar days of the end of the month, with the status report discussion happening within another 10 calendar days with DDPHE stakeholders</p>	<p>(e.g., campaign).</p> <p>2. Finalized Marketing Plan and Advertising Plan as a written reporting including:</p> <ul style="list-style-type: none"> • approved messages that resonate with the community with marketing collateral; • description of community testing of messages, message selection, and materials (messages approved by DDPHE before actual testing with community members); • description of any changes, activities since the draft plan was submitted; and • final plan to disseminate messages (e.g., campaign). <p>3. Discussions will occur throughout this phase to ensure that the City and AIM collaborate for the most effective messaging. The minimum presentation requirements include:</p> <ul style="list-style-type: none"> • draft messages, materials, and dissemination plan; and • updated (“final”) messages, materials, and advertising plan.
<p>Campaign</p>	<p>1. Bi-weekly update reports and stakeholder discussions</p> <p>2. Monthly status reports and stakeholder discussions</p>	<p>1. Within four calendar days of the end of the two-week reporting interval</p> <p>2. Status report delivered within 10 calendar days of the</p>	<p>During the campaign phase data to inform the evaluation will be collected (e.g., monitoring analytics) by AIM.</p> <p>1. Bi-weekly update reports and discussions provide a brief update on the status of the campaign including:</p> <ul style="list-style-type: none"> • progress, • reach, • concerns or issues, and • Other areas as mutually agreed.

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Phase	Deliverable(s)	Due Date	Description
		end of the month, with the status report discussion happening within another 10 calendar days with DDPHE stakeholders	2. Monthly status reports and discussions provide a more in-depth description of the campaign while it is active including: <ul style="list-style-type: none"> • progress, • reach, • concerns and issues, and • other areas as mutually agreed.
Evaluation	1. Evaluation Report 2. Monthly Status Report 3. Overall Project Presentation 4. Other presentations per mutual agreement	1. Within 30 calendar days of work plan end date 2. Status Report delivered within 10 calendar days of the end of the month, with the Status Report discussion happening within another 10 calendar days with DDPHE stakeholders 3. Within 30 calendar days of work plan end date 4. Per mutual agreement	1. The Evaluation Report will cover both the English and Spanish campaigns and include: <ul style="list-style-type: none"> • Pre (when possible) and post-test survey results with analysis, • reports on the reach of campaign information, • assessment of effectiveness, and • recommendations on continuation of campaign efforts. 2. The overall project presentation will include: <ul style="list-style-type: none"> • a high-level overview of the evaluation report, and • recommendations to the City based on the results of the campaign. 3. Other presentations may be requested by the City or other stakeholders. These will be scheduled on an as-requested basis and may be tailored to specific audiences. AIM’s involvement will be determined per mutual agreement at the time of these requests.

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I. Monitoring Activities

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

II. Payment Terms & Budget

Base - \$548,951 – \$495,951 from PH&W fund 14806/6501500 and \$53,000 from AWD-890

Amendment 1 - \$250,000 - ARPA fund - 11011/6508100/GR00002233

Amendment 2- No budget changes.

Amendment 3 - \$19,890 from PH&W fund 14806/6501500

Maximum Contract Amount (Total) \$818,841.00

The total shall be billed in monthly installments from January 1, 2021, through December 31, 2023. The City shall reimburse **AIM** for the following direct and indirect expenses related to carrying out the scope of work:

- formative assessment – data acquisition for interviews, focus groups, and surveys, including paid incentives; purchasing relevant samples for surveys; technology and supplies for gathering interview, focus group, and survey data in the field;
- message development – sample marketing collateral and prototypes created for review and feedback by stakeholders;
- campaign – media buys to support all planned campaigns;
- evaluation – data acquisition for interviews and surveys, including paid incentives; purchasing relevant samples for surveys; technology and supplies for gathering interview and survey data in the field for both the English and Spanish versions of the campaign; and
- 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.

III. Invoicing

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 immediate pay

Invoices should be sent electronically to OBHSinvoices@denvergov.org