

A G R E E M E N T

THIS 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”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Rates**, 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 **January 1, 2021** and will expire on **December 31, 2022** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget/Rates. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item

amounts set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the Rates set forth in Exhibit A.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in the budget in **Exhibit A**.

c. Invoicing: Every two weeks, Consultant shall provide the City with an 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 **FIVE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$548,951.00)** (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) 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 Consultant 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 Executive Director.

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, 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".

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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by

the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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. Such notice 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 B**, 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, Business Auto Liability, Cyber, and Excess Liability/Umbrella (if required) 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 Consultants, 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:

(1) The parties recognize and agree that the Consultant is engaged in an independent occupation and profession and is free from control and direction in the performance

of the services contracted for herein consistent with that mandated by C.R.S. §8-40-202(2)(a). It is understood and agreed by the parties that the City does not (1) require the Consultant to work exclusively for the City, provided that the Consultant may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for the Consultant, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Consultant, the City will not oversee the actual work of the Consultant or instruct the Consultant as to how the work will be performed; (3) pay a salary or hourly wage to the Consultant instead of the fixed contract rate stated herein; (4) terminate the work of the Consultant for cause during the term of this Agreement unless the Consultant violates the terms of the Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (5) provide any training for the Consultant other than minimal orientation to the site or other parameters of the Consultant activity; (6) provide tools or benefits to the Consultant; (7) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay the Consultant personally instead of making City warrants payable to the professional name of the Consultant, except that in this Agreement the Consultant is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of the Consultant instead of maintaining office operations separately and distinctly.

(2) These provisions are separately stated in **Exhibit C**, “Separate Declaration Regarding Independent Status”, constituting the writing mandated by C.R.S. 8-40-202(2)(b), which must be signed and notarized by the Consultant and the Manager. The Mayor hereby delegates to the Manager the authority to execute on behalf of the City Exhibit ___, “Separate Declaration Regarding Independent Status.”

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 Insurance: 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. Cyber Liability: Consultant shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

j. Additional Provisions:

(1) 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.

(2) 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. PERSONAL INFORMATION AND DATA PROTECTION:

a. "Data Protection Laws" means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below in Paragraph 10.B); and (ii) all applicable laws and regulations relating to electronic and

non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Consultant shall provide for the security of all City Data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

b. "Personal Information" means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

c. Compliance with Law and Regulation: Consultant confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

d. Software Programs; Security of Personal Information and access to Software Programs: Consultant will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Consultant's services under this Agreement. Consultant will fully

comply with any and all requirements and conditions associated with the use of said software programs as provided by the City. In addition, Consultant will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and Subcontractors of Consultant, if any, comply with all of the foregoing. Consultant shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. The Consultant shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Consultant's policies and procedures to maintain the confidentiality of Personal Information to which the Consultant has access.

e. Confidentiality; No Ownership by Consultant: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Consultant as highly confidential information. Consultant will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Consultant in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by Consultant pursuant to this Agreement ("City Work Product"). Consultant has an obligation to immediately alert the City if Consultant's security has been breached or if Consultant is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

f. Consultant Use of Personal Information and City Work Product: Consultant will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent

with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for Consultant's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

g. Employees and Subcontractors: Consultant will ensure that, prior to being granted access to Personal Information or City Work Product, Consultant Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Consultant Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to Consultant under this Agreement. Prior to allowing any Consultant Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Consultant shall require any such Consultant Staff to review and agree to the usage and access terms outlined in this Agreement. Consultant will inform its Consultant Staff of the obligations under this Agreement, and all requirements and obligations of Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. Consultant shall not disclose Personal Information, City Work Product, 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 Agreement. Unless Consultant provides its own security protection for the information it discloses to a third-party service provider, the Consultant shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential

Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

h. Loss of Personal Information or City Work Product: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, Consultant will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Consultant's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Consultant has taken to protect the affected

individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Consultant. This Section will survive the termination of this Agreement.

i. **Data Retention and Destruction:** Using appropriate and reliable storage media, Consultant will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Consultant's data retention policies. Upon termination of the Agreement, at the City's election, Consultant will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, Consultant will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by Consultant, Consultant will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Consultant for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Consultant regarding the preservation and disposition of these records. Consultant shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

j. **No Other Databases:** Consultant will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

k. **Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City's request, Consultant will ensure that all Personal Information and City Work Product is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Consultant will ensure that the data will be provided in an industry standard format. Consultant will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Consultant Subcontractor and any contingency plans in the

event of notice of such cessation. In connection with any cessation of Consultant's business with its customers, Consultant shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Consultant will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Consultant and City. This Section will survive the termination of this Agreement.

11. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby 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 will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation.

The Consultant shall 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.

12. 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.

13. 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 Executive Director'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 Executive Director 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, CO 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.

20. 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 Subcontractor or Subconsultant 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 Subcontractor or Subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will

notify such Subcontractor or Subconsultant and the City within three (3) days. The Consultant shall also terminate such Subcontractor or Subconsultant if within three (3) days after such notice the Subcontractor or Subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the Subcontractor or Subconsultant provides information to establish that the Subcontractor or Subconsultant 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.

21. **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 Executive Director as defined in this Agreement.

22. **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).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, nor to discharge, promote or demote, nor to 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 identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

24. 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.

25. 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.

26. 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.

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

28. 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, data, 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 and shall assign such rights over to the City upon completion of the Project. 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.

29. 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.

30. 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 Executive Director. 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. 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.

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.

Exhibit List

Exhibit A – Scope of Work and Rates.

Exhibit B – Certificate of Insurance.

Exhibit C – Separate Declaration Regarding Independent Status

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number: ENVHL-202157997-00
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: _____

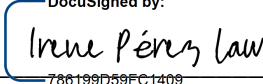
APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

ENVHL-202157997-00
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)

Denver Anti-Stigma Campaign

Exhibit A: 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,

Denver Anti-Stigma Campaign

- 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

Denver Anti-Stigma Campaign

- 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;

Denver Anti-Stigma Campaign

- 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. This effort will include a second dissemination of the survey with stigma scales to compare KABs before and after the campaign. 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;
 - 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

Denver Anti-Stigma Campaign

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 calendar days of the end of the month, with 	<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 methodology used to survey primary and secondary audience;

Denver Anti-Stigma Campaign

Phase	Deliverable(s)	Due Date	Description
		the status report discussion happening within another 10 calendar days with DDPHE stakeholders	<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. <p>2. Presentation on findings of the formative assessment including:</p> <ul style="list-style-type: none"> • a high-level overview of the Analysis Report, and • recommendations to the City on formative assessment results. <p>3. Monthly Status Reports to the City including:</p> <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	<ol style="list-style-type: none"> 1. Draft Marketing Plan, Advertising Plan, and presentation 2. Finalized marketing plan, advertising plan, and presentation 3. Monthly status reports and stakeholder discussions 	<ol style="list-style-type: none"> 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 calendar days of the end of the 	<ol style="list-style-type: none"> 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 (e.g., campaign). 2. Finalized Marketing Plan and

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Phase	Deliverable(s)	Due Date	Description
		month, with the status report discussion happening within another 10 calendar days with DDPHE stakeholders	<p>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.
Campaign	<ol style="list-style-type: none"> 1. Bi-weekly update reports and stakeholder discussions 2. Monthly status reports and stakeholder discussions 	<ol style="list-style-type: none"> 1. Within four calendar days of the end of the two-week reporting interval 2. Status report delivered within 10 calendar days of the end of the month, with the status 	<p>During the campaign phase data to inform the evaluation will be collected (e.g., monitoring analytics) by AIM.</p> <ol style="list-style-type: none"> 1. Bi-weekly update reports and discussions provide a brief update on the status of the campaign including: <ul style="list-style-type: none"> • progress, • reach, • concerns or issues, and • Other areas as mutually agreed. 2. Monthly status reports and discussions provide a more in-

Denver Anti-Stigma Campaign

Phase	Deliverable(s)	Due Date	Description
		report discussion happening within another 10 calendar days with DDPHE stakeholders	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	<ol style="list-style-type: none"> 1. Evaluation Report 2. Monthly Status Report 3. Overall Project Presentation 4. Other presentations per mutual agreement 	<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 1. The Evaluation Report will include: <ul style="list-style-type: none"> • pre-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.

I. Monitoring Activities

Denver Anti-Stigma Campaign

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

The total shall be billed in monthly installments from January 1, 2021, through December 31, 2022. 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; 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.

Line Item Budget

Expenditure Category	Budget Amount
Personnel	\$104,046
Supplies and operating	\$170,000
Contractor Services	\$225,000
Subtotal	\$499,046
Indirect (10%)	\$49,905
Total Budget	\$548,951

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

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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 have ADDITIONAL INSURED provisions or 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 Lakewood Insurance 550 S Wadsworth Blvd Suite 402 Lakewood CO 80226		CONTACT NAME: Mark Stiles PHONE (A/C, No, Ext): (303) 742-5000 FAX (A/C, No): (720) 287-5572 E-MAIL ADDRESS:	
INSURED Analytics & Insights Matter LLC 9249 S Broadway Suite 200-320 Highlands Ranch CO 80129		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL20121119163

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability	Y		PHSD1598578	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		9826271413117	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	Cyber Security Liability	Y		PHSD1621119	04/09/2021	04/09/2022	\$1000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, it's Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds on the General and Automobile Liability Policies.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 W Colfax Ave Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

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 have ADDITIONAL INSURED provisions or 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 Lakewood Insurance 550 S Wadsworth Blvd Suite 402 Lakewood CO 80226	CONTACT NAME: Mark Stiles PHONE (A/C, No, Ext): (303) 742-5000 FAX (A/C, No): (720) 287-5572 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Travelers</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B: Travelers		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Analytics & Insights Matter LLC 9249 S Broadway Suite 200-320 Highlands Ranch CO 80129															

COVERAGES**CERTIFICATE NUMBER:** CL20121119163**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability	Y	Y	PHSD1598578	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	9826271413117	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Security Liability	Y	Y	PHSD1621119	04/09/2021	04/09/2022	\$1000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Denver Department of Public Health & Environment is listed as additional insured with waiver of subrogation

CERTIFICATE HOLDER**CANCELLATION**

Denver Dept of Public Health & Environment 101 W Colfax Ave, Suite 800 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT C
Separate Declaration Regarding Independent Status

It is understood and agreed by and between the City and Analytics and Insights Matter LLC as the "Contractor" that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or any employee or subcontractors is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to workers' compensation benefits from the City, and that the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). It is understood and agreed by the parties that the City does not (a) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work for exclusively for the City for the period of time specified in the term of this Agreement; (b) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (c) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (d) terminate the work of the Contractor for cause during the term of this Agreement unless the Contractor violates the terms of this Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (e) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (f) provide tools or benefits to the Contractor; (g) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (h) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (i) combine the regular operations of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

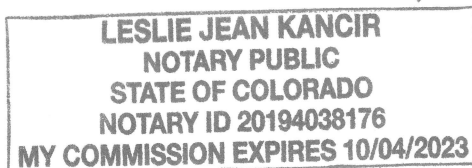
[Signature]
Co-Founder, Analytics and Insights
Matter LLC
[Signature]
Signature of Contractor

STATE OF COLORADO)
CITY AND of Littleton)ss
COUNTY OF DENVER)
Arapahoe

Subscribed and sworn to before me this 28 day of April, 2021 [Signature]
by Irene P. Law as Co-Founder, Analytics and Insights Matter LLC.

Witness my hand and official seal.

My commission expires: 10/04/2023



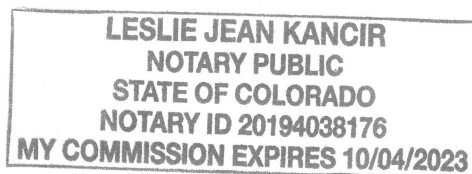
[Signature]
Notary Public
101 W. County Line Rd, Littleton, CO
Address 80129

STATE OF COLORADO)
CITY AND of Littleton)ss
COUNTY OF DENVER)
Arapahoe

Subscribed and sworn to before me this 28 day of April,
2021 by Irene P. Law, as Contractor.

Witness my hand and official seal.

My commission expires: 10/04/2023



[Signature]
Notary Public
101 W. County Line Rd.
Address Littleton, Co 80129