

## FIFTH AMENDATORY AGREEMENT

**THIS FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LA RAZA SERVICES, INC.**, a Colorado nonprofit corporation (d/b/a Servicios de la Raza), whose address is 3131 W. 14th Avenue, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

### **RECITALS:**

**A.** The Parties entered into an Agreement dated November 4, 2022, an Amendatory Agreement dated November 1, 2023, a Second Amendatory Agreement dated March 20, 2024, Third Amendatory Agreement dated January 17, 2025, and a Fourth Amendatory Agreement dated November 11, 2025 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work and Budget, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the scope of work and budget exhibit.

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

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

“**3. TERM:** The Agreement will commence on **November 1, 2022**, and will expire on **December 31, 2026** (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 Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **d.** entitled “**Maximum Contract Amount:**”, sub-subsection **(1)** 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 **TEN MILLION THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$10,035,000.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement."

2. **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** are hereby deleted in their entirety and replaced with **Exhibit A-5, Scope of Work and Budget**, attached and incorporated by reference herein.

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

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

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

**[SIGNATURE PAGE FOLLOWS.]**

**Contract Control Number:** ENVHL-202582385-05/ENVHL-202264337-05  
**Contractor Name:** LA RAZA SERVICES, INC.

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:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** ENVHL-202582385-05/ENVHL-202264337-05  
**Contractor Name:** LA RAZA SERVICES, INC.

By:   
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Name: Rudy Gonzales  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A-5, SCOPE OF WORK AND BUDGET**  
(La Raza Services d/b/a Servicios de La Raza)  
(Support Team Assisted Response Community Alliance)

The Support Team Assisted Response (STAR) Program is a multidisciplinary team comprised of a van response having a Licensed Mental Health Professional and a Paramedic STAR also provides Wraparound and follow-up services for ongoing behavioral health and other community resources. STAR is a civilian emergency response program that is dispatched by Denver 9-1-1 to low acuity, low intensity calls for service. STAR provides person-centric and trauma-informed mobile crisis response to Denver community members who are experiencing problems related to mental health, poverty, homelessness, and/or substance abuse issues.

The Support Team Assisted Response (STAR) provides an alternative, trauma-informed, and collaborative response to crises related to mental health, substance use, poverty, and homelessness with a harm-reduction focus. The goal is to provide quality care to the community of Denver by utilizing the most appropriate and least restrictive level of care and intervention through on scene behavioral health assessments, crisis intervention and management, emotional support and de-escalation, courtesy transportation, and connection to appropriate resources and wraparound services. STAR aims to support individuals in crisis and improve outcomes by diverting individuals away from the criminal justice system and emergency departments when possible and appropriate.

The purpose of the Support Team Assisted Response (STAR) Program is to respond to low-risk behavioral health calls with a Paramedic and a Licensed Behavioral Health Clinician to provide in-the-moment crisis intervention and management, de-escalation and connection to appropriate resources, including follow-up and wraparound services through the STAR Community Partners following encounters with a STAR van. STAR vans provide quality care to the community of Denver by utilizing the most appropriate and least restrictive level of care and intervention through on scene behavioral health assessments, crisis intervention and management, emotional support and de-escalation, courtesy transportation, and connection to appropriate resources and wraparound services. The City and County of Denver (CCD) will contract with Servicios De la Raza to execute duties of the Support Team Assisted Response (STAR) Program. Servicios De la Raza will provide the follow up care for individuals referred by the STAR team. They will manage the Community Partner Network of follow up care providers, and they will oversee the alternative pathway into the STAR program.

*The objectives of the STAR Program are to:*

- a. Provide an alternative, trauma-informed, and collaborative response to traditional emergency response services with a harm-reduction focus.
- b. Support individuals in crisis and improve outcomes by diverting individuals away from the criminal justice system and emergency departments.
- c. Provide support and connection to appropriate resources and low barrier follow up.
- d. Increase connection to behavioral health services and community resources for those reached by via the STAR Community Partner Network. Servicios De La Raza when appropriate.

- e. Improve information sharing across systems and service providers involved in administering STAR.

*STAR Program Staff will bring the following values to the STAR Program:*

- a. Culturally Responsive
  - Culturally responsive care recognizes a person's crisis experience and presentation may differ by culture; each person deserves care that is specific to and respects their culture.
  - STAR staff are hired to better reflect the lived experiences and social identities of the people we serve and engage in continuous education to increase cultural awareness in crisis situations.
- b. Linguistically Specific
  - Linguistically specific care ensures people of all languages receive excellent care.
  - STAR staff work with interpreters and translators in all spoken and signed languages. When hiring, STAR staff also seek bilingual staff to more directly provide linguistic specific care.
- c. Holistic
  - Holistic care recognizes the whole person and connects people to a continuum of care.
  - STAR staff provide connections to long-term supportive services and treatment to those in crisis. Holistic care aims to reduce the need for crisis services.
- d. Do No Harm
  - A "do no harm" approach seeks to reduce risk knowing not every crisis can be fully resolved.
  - STAR staff build trust with the person in crisis and connect them to resources that support their safety, stability and connection, utilizing a harm reductionist approach.
- e. Healthy De-Escalation
  - Healthy de-escalation includes using verbal techniques to reduce the severity of the crisis while beginning to engage in conflict/crisis resolution.
  - STAR staff are trained and receive ongoing training in the principles of de-escalation and how to engage with a person in crisis and strive to continually increase cultural inclusivity in their practices.
- f. Problem Resolution
  - Problem resolution addresses the acute crisis and any immediate risk of harm.
  - STAR staff identify, navigate, and work to find solutions by collaborating with community partners in addition to connecting people to long-term supports.
- g. Healthy Outcomes
  - Most calls relate to public health issues and social determinants of health.
  - STAR staff will act as an entity to help improve community health and mental health outcomes for people served.
- h. Community Empowerment and Resilience
  - Person-centered care honors the wisdom and resilience of each person.
  - STAR staff support people in making their own health decisions and listen deeply to community perspectives by applying feedback in efforts to build trust with people

while supporting communities in self-determination. This includes entities outside of city agencies.

- i. Alternatives to Policing
  - STAR staff are triaged through Denver 911 to calls where STAR is the appropriate response to a person in crisis.
  - Denver Health and Hospital Authority (DHHA) sends appropriate medical professionals to mental health distress calls triaged through Safety, in collaboration with STAR Program Partners
- j. Non-Violence
  - Non-violent approaches to care include intervention techniques that minimize the crisis without physical intervention.
  - STAR staff will be committed to non-violence by utilizing rapport building, constructing alternatives/supports to minimize a crisis situation, and verbal de-escalation.
- k. Trauma-informed
  - Trauma informed care recognizes the need for physical, emotional and psychological safety when responding to a crisis.
  - STAR staff will recognize the needs of individuals may be impacted by systemic and/or personal harm. STAR staff will use a person centered approach to empower individuals to collaboratively work towards recovery and reduce the need for crisis intervention and response.

By following these values, we aim to reduce the need for crisis services and address inequities in care.

## Services

- a. Servicios de la Raza will:
  - support individuals who have interacted with initial STAR teams by maintaining a Culturally, Geographically, and Linguistically Appropriate Services (CGLS) Network that addresses CGLS behavioral health issues and social determinants of health.
  - Continually assess and identify additional providers to fill gaps in service needs for STAR clients. Providers may vary over time due to changing needs of community members. External partners/provider network provide:
    - i. CGLS case management support for behavioral health related needs, substance use related needs, housing support, and support with connection to appropriate services and navigation of systems to meet individualized needs.
    - ii. Any other supports needed to improve social determinants of health or other client-identified needs that resulted in crisis, may mitigate ongoing crisis, or prevent further crises.
  - Receive, process, and appropriately disseminate referrals received from STAR vans to STAR Community Partner Network
    - i. This includes but not limited to:
      - 1. Managing and updating Julota system (where referral is received).
      - 2. Directly providing ongoing case management (both office based and community-based) to meet basic needs and increase steps toward self-sufficiency and stability.

3. Communicate and coordinate with STAR van teams and STAR Community Partner Network.
4. Connect STAR clients with support from others within the STAR Community Partner Network.

- Engage in internal and external evaluation activities, including those required by funders.
- Provide regular reporting to CCD and other partners upon request and approval from CCD.
- Use data to research and identify cultural priorities for community outreach and continued education on the STAR program, STAR partners, and STAR Community Partner Network.
- Provide STAR staff with training that includes best practices related to required activities of the team, including cultural responsiveness training specific to populations served. CCD staff may review and recommend changes to training curriculum if they differ from recommended practices. Additional trainings may include but are not limited to: verbal de-escalation; diversity, equity and inclusion; non-violent crisis intervention; and targeted learning on underserved and underrepresented marginalized populations present in the City and County of Denver, which includes LGBTQI+, BIPOC, I/DD populations, and youth.
- Attend quarterly in-service days for trainings approved and/or identified by the STAR Operations Manager to ensure quality compliance, ethical standards, and best practice of care standards are met by STAR staff.
- Secure any protected health information resulting from service delivery according to applicable federal, state and local law and rules, with robust policies and procedures in place to maintain the confidentiality of protected health information. In compliance with HIPAA CFR 164.506, PHI for individuals who have engaged with STAR vans may be disclosed to other STAR providers (WellPower, DHHA, SDLR, and Operations Manager) involved in care and treatment of that individual and overall operations of the program for the purposes of coordination and continuity of care.
- Deliver telehealth services via encrypted technology compliant with HIPAA.
- Have signed and dated confidentiality agreements for all staff and volunteers on file.
- Hold in confidence proprietary data or confidential information that may be owned or controlled by the City or may be owned or controlled by other governmental entities and is collected in the performance of services. Vendor may only use this data and confidential information for the performance of services. Vendor will be required to handle, maintain, and protect all such data or information in accordance with any applicable local, state or federal laws, rules or regulations that may apply.
- Collaborate with CCD, and STAR partners.
- Manage daily operations of the STAR Community Partner Network.
- Hire and train staff.
- Participate in community advisory committee meetings.
- Maintain and expand the STAR Community Partner Network and inform CCD when intending to add additional partners,

- Support budget development work,
- Create presentations, documents, and dashboards for reporting and monitoring. These created items will be approved for dissemination by CCD before used in presentations to public, other alternative responses, to STAR program partners, and other external agencies.
- Advise internal and external stakeholders on instrument development,
- Participate in formative and process evaluation as part of the ongoing activities of the STAR program.
- Determine appropriate staffing structure and responsibilities with approval from CCD (any changes to approved staffing structure requires approval from CCD).
- Continue pilot of Alternative pathway into provider network in coordination with CCD.
- Provide job descriptions for case managers and written protocol for how referrals are received and processed.
- These protocols will be finalized in collaboration with CCD to ensure that it aligns with duties and practices outlined in the contract.
- Attend monthly contract meeting.
- Attend monthly contract budget meeting.
- Servicios De La Raza agrees to STAR communication guidelines as provided by CCD, including but not limited to branding, messaging, and public information standards. All public communications, promotional materials, and media outreach concerning the program must align with these guidelines to ensure consistency and accuracy in the representation of the program's goals, values, and services. The Partner Agency will seek and obtain prior approval from CCD for any external communication that references the program to ensure compliance with these standards. CCD will provide electronic files (e.g., logos) and guidelines for public messaging on websites, social media accounts, and other materials.

b. Funds provide for:

- Staffing:
  - i. Partial FTE for staff supporting STAR.
  - ii. STAR-specific positions including STAR Director, STAR Manager, and STAR Case Managers.
- Supplies, equipment and other items to support program operations,
- Consultants and evaluation, and
- Subcontracts with community network providers.

c. Additional Servicios de La Raza responsibilities:

- Ensure funds are only used for approved purposes,
- Ensure and provide appropriate documentation, tracking, and billing of program expenses, and
- Work with CCD and other STAR program partners to ensure appropriate data is collected and tracked.

## **Process and Outcome Measures**

- a. Upon mutual agreement with CCD, determine appropriate outputs, outcomes, and measures for monthly progress reports.
- b. Metrics and format of submission are subject to change based on continual learning of the best ways to capture and report data to reflect outcomes related to services provided through Servicios de La Raza and the STAR Partner Network.
- c. CCD will communicate any requested changes in writing and work with Servicios de La Raza to ensure they are realistic.

## **Performance Management and Reporting**

- a. Monitoring will be performed by the CCD program area in the Community and Behavioral Health division of the CCD. Performance will be reviewed for:
  - Program and Managerial Monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
  - Contract and Financial Monitoring of:
    - i. Current program information to determine the extent to which contractors are achieving established contractual goals.
    - ii. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The Controller's Office will review the quality of the submitted invoice monthly.
  - There may be regular performance monitoring by program area.
  - Performance issues may be addressed by CCD, STAR program staff, and leadership to develop interventions that will resolve concerns.
  - Compliance Monitoring may be conducted to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards and policies.
- b. Reporting and Data Sharing:
  - Data regarding the STAR program that Servicios de la Raza provides to the City of Denver, or any other external entity, in reports or for other purposes outlined within this contract shall be provided in aggregate in accordance with the Health Insurance Portability and Protection Act (HIPAA). Limited Data Sets may be provided if Data Sharing Agreements are executed between the parties as outlined in 42 CFR.
  - Limited aggregate data sets should be provided to CCD on a monthly basis to allow for timely comparisons across months and all STAR program partners.
    - i. Monthly aggregate data indicators should be provided in an agreed-upon excel template, or other template until excel template is finalized with mutual agreement between CCD and Servicios de La Raza, in alignment with other STAR program partners.
  - The following reports/documents shall be developed and delivered to the City as stated in this section.

<b>Report Name</b>	<b>Description</b>	<b>Time Frame &amp; Due Date</b>
Monthly Progress Report	<p>Reports should include current and historical data from previous months in order to provide trend information by reporting area.</p> <p>The report may include:</p> <ul style="list-style-type: none"> <li>▪ Number of referrals</li> <li>▪ Response time measures</li> <li>▪ Service linkage specifics</li> <li>▪ Outcome data</li> </ul>	<p>Monthly</p> <p>Monthly reports should be submitted no later than the last day of the first month following the respective month.</p>
Contract Summary Report	<p>Summary shall demonstrate all functions performed, and how services provided met the overall provided met the overall goals of the program. Other data will include total budget per line item, amount spent, and an explanation as to any unspent funds.</p>	<p>Annually or at the end of the contract</p> <p>The summary report should be submitted within 45 days of the end of the contract term</p>

Reports should be sent to the current contact persons at CCD.

## **Revenue Sources and Billing**

### a. Revenue Sources

- City general and supplemental funds, Caring for Denver Foundation, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by CCD are for non-covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. CCD is the payer of last resort.

### b. Billing

- All invoices will report total costs, amount billed and paid by insurance (if applicable), and amounts billed to CCD. Invoices will include the submission of receipts and/or appropriate documentation or budget-approved expenses.
- Payment will be based on the monthly invoice and appropriate backup documentation. Invoices should be submitted to the current contact persons at CCD in accordance with the agreed upon payment structure.

### c. Payments

- Pre-payment invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month of services rendered 100% of the time. Servicios de la Raza shall use the preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.
- Immediate payment can take upwards of 10 business days for full processing and payment.

- An advance payment may be made through written request (the advanced invoice form) to the current CCD contact persons. The written request shall detail the amount to be paid in advance, price quotes with line-item details, personnel costs, etc., and dates the services or supplies will be performed or purchased by Servicios de la Raza.
- The total fund awarded to Servicios de la Raza shall be dispersed monthly. The advanced monthly payments shall not exceed the agreed upon monthly budgeted amount.
- Unspent funds at the end of the contract terms must be refunded by Servicios de la Raza.
- Any advanced funds shall be reconciled upon completion of the month by the grantee and the CCD contact person. Reconciling the advanced funds will include providing invoices and proof of payments as required in this contract. If the advance payment is not used by Servicios de la Raza, or not used for the approved expenses as detailed in the request, Servicios de la Raza shall repay the city any remaining or unreconciled funds.

### Budget: Exhibit-A5

<b>Contractor Name: La Raza Services, Inc. dba Servicios de La Raza</b>	
<b>Contractor Term: 01/01/2026 - 12/31/2026</b>	
<b>ITEMS</b>	<b>BUDGET</b>
<b>DIRECT COSTS</b>	
<i>Staffing</i>	
Salaries	\$938,600.00
Fringes	\$183,311.56
<i>Sub-Total (Staffing)</i>	<b>\$1,121,911.56</b>
<i>Client Services and Program Operations</i>	
<i>Lease</i>	\$200,289.21
<i>Supplies and Operating</i>	\$76,750.00
<i>Client Incentives</i>	\$75,000.00
<i>Contractual</i>	\$900,000.00
<i>Subtotal (Client Services and Program Operations)</i>	<b>\$1,252,039.21</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$2,373,950.77</b>
<b>INDIRECT COSTS</b>	
<i>Modified Indirect Cost Rate</i>	<b>\$326,049.23</b>
<b>TOTAL INDIRECT COSTS</b>	<b>\$326,049.23</b>
<b>TOTAL BUDGET</b>	<b>\$2,700,000.00</b>

**Contract Term – 11/1/2022 – 12/31/2026**

**Fiscal Term**

Base (11/1/2022 - 10/31/2023)	\$	2,300,000.00
Amendment 1 (11/1/2023 - 2/29/2024)	\$	0.00
Amendment 2 (3/1/2024 - 12/31/2024)	\$	2,300,000.00
Amendment 3 (1/1/2025 - 12/31/2025)	\$	2,700,000.00
Amendment 4 (1/1/2025 - 12/31/2025)	\$	35,000.00
Amendment 5 (1/1/2026 - 12/31/2026)	\$	2,700,000.00
<b>Total (11/1/2022 - 12/31/2026)</b>	<b>\$</b>	<b>10,035,000.00</b>