

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **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, and an Amendatory Agreement dated November 1, 2023 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records, add paragraph 35-Compliance with Denver Wage Laws, 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, 2024** (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. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION SIX HUNDRED THOUSAND**

DOLLARS AND NO CENTS (\$4,600,000.00) (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.”

3. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**7. EXAMINATION OF RECORDS AND AUDITS:** 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 Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“**35. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the

Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

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

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

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

Contract Control Number: ENVHL-202472789-02/ENVHL-202264337-02
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:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

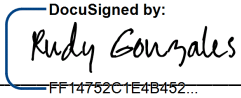
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202472789-02/ENVHL-202264337-02
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-2 - SCOPE OF WORK AND BUDGET

La Raza Services d/b/a Servicios de La Raza

Support Team Assisted Response Community Alliance

Purpose of the Agreement

The purpose of the Support Team Assisted Response (STAR) program is to respond to low-risk behavioral health calls with an EMT/Paramedic and a behavioral health clinician to de-escalate and connect residents in distress with appropriate services, including wraparound services through the STAR Community Alliance following encounters with a STAR van. The City and County of Denver wishes to contract with Servicios de la Raza to provide the wraparound services directly and through a network of culturally, linguistically, and geographically responsive community providers.

The objectives of the STAR Program are to:

- a. Increase connection to behavioral health services and community resources for those reached by STAR.
- b. Provide more appropriate response and reduce emergency calls to police, fire department, and EMS.
- c. Improve information sharing across systems and service providers involved in administering STAR.
- d. Increase partnerships with community organizations through collaboration via Servicios de la Raza

Staff will bring the following values to the STAR Program:

- a. Culturally Responsive
 - A program that is culturally responsive will include responders and providers who share lived experiences and identify with Denver's diverse population. In doing so, the program will be more trustworthy and responsible to the community that it serves.
- b. Linguistically Specific
 - A program that fosters the many languages that are spoken by the community it serves will ensure that people will trust and rely on the program to serve their needs.
- c. Holistic Care
 - Key to success for the STAR program is the recognition that the van itself is just one mechanism that lives within a continuum of care and support to people who are in crisis. Holistic care ensures connecting those in crisis with long-term support, services, and treatment to reduce repeat calls.
- d. Do No Harm

- The STAR program shall commit to a “do no harm” approach. In addition, the STAR program itself will use a harm reductionist approach recognizing that not every crisis can be “resolved” in the moment, but rather navigated and creating trust with the person in crisis to help them continue through programs and services that meet their needs.
- e. Healthy De-Escalation
- The STAR program will commit to de-escalation as a guiding principle of engaging with individuals and communities in crisis.
- f. Problem Resolution
- The STAR program will be dedicated to identifying, navigating, and solving problems that they encounter through serving individuals in crisis.
- g. Healthy Outcomes
- Much of what the program will respond to will be public health issues and social determinants of health. Because of that, the STAR program will be dedicated to improving the health of those they engage with as components of improving community health.
- h. Community Empowerment and Resilience
- STAR will be dedicated to community empowerment and resilience through building trusted relationships and connecting people to services and support.
- i. Self Determination
- Communities are supported in self-determination to decide and build safety, survival, and thriving. The STAR program will act as a vehicle towards empowerment and support.
- j. Alternatives to Policing:
- Working with the STAR program EMT/ Paramedics assist in responding to mental health distress calls where physical health concerns could interplay with distress or may need assessed. These calls are triaged through 9-1-1
- k. Non-Violence
- The STAR program will be committed to non-violence and de-escalation.
- l. Trauma-informed
- The STAR Program should have a trauma-informed approach to incorporating the needs of individuals impacted by systemic violence and trauma that they experience as the result of both systemic and personal harm. The program will understand that individuals served by the STAR program are disproportionately impacted by violence and trauma and should be driven by their needs first and foremost.

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, generally behavioral health related, which includes both mental health and substance use
 - 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 crisis.
 - Receive, process, and appropriately disseminate referrals received from STAR vans to STAR Community Alliance
 - i. This includes:
 1. Managing and updating Julota system (where referral is received).
 2. Directly providing case management (both office based and community-based) to meet basic needs, and increase steps toward self-sufficiency and stability.
 3. Communicating and coordinating with STAR van teams and STAR Community Alliance.
 4. Connecting STAR clients with support from others within the STAR Community Alliance.
 - Engage in internal and external evaluation activities, including those required by funders.
 - Provide regular reporting to DDPHE and other partners upon request.
 - Use data to research and identify cultural priorities for community outreach and continued education on the STAR program and STAR Community Alliance.
 - Provide STAR staff with training that includes best practices related to required activities of the team, including cultural responsiveness training specific to populations served. DDPHE 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, IDD populations, and youth.
 - 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.
 - 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 STAR partners,
 - Manage daily operations of the STAR Community Alliance,
 - Hire and train staff,
 - Participate in community advisory committee meetings,
 - Maintain and expand the STAR Community Alliance,
 - Support budget development work,
 - Create presentations, documents, and other materials for reporting and monitoring which can be used for approved presentations to the public and other alternative response providers as well as with STAR program partners,
 - 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 DDPHE (any changes to approved staffing structure requires approval from DDPHE).
 - In 2024, Servicios de la Raza may pilot an alternative entryway into the provider network in coordination with DDPHE.
- b. Funds provide for:
- Staffing:
 - i. Partial FTE for staff supporting STAR.
 - ii. STAR-specific positions including STAR Director, STAR Manager (new), 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 DDPHE and other STAR program partners to ensure appropriate data is collected and tracked

Process and Outcome Measures

- a. Upon mutual agreement with DDPHE, 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 Community Alliance.
- c. DDPHE 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 DDPHE program area in the Community and Behavioral Health division of the DDPHE. 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 DDPHE 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 DDPHE 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 upon mutual agreement between DDPHE 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.

Report Name	Description	Time Frame & Due Date
Monthly Progress Report	Reports should include current and historical data from previous months in order to provide trend information by reporting area. The report may include: <ul style="list-style-type: none"> ▪ Number of referrals ▪ Response time measures ▪ Service linkage specifics ▪ Outcome data 	Monthly Monthly reports should be submitted no later than the last day of the first month following the respective month.
Contract Summary Report	Summary shall demonstrate all functions performed, and how services provided met the overall	Annually or at the end of the contract

	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.	The summary report should be submitted within 45 days of the end of the contract term
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Reports should be sent to the current contact persons at DDPHE.

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 DDPHE are for non-covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. DDPHE 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 DDPHE. 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 DDPHE in accordance with the agreed upon payment structure.
- c. Payments
 - Pre-payment invoices and reports shall be completed and submitted on or before the 15th 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 DDPHE 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 DDPHE 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

Term: March 1, 2024 – December 31, 2024

STAR Community Alliance	
Exhibit A-2: Budget March 1, 2024 - December 31, 2024 (10 months)	
Contractor Name:	Servicios de La Raza
ITEMS	Budget
DIRECT COSTS	
<i>Staffing</i>	
Staffing Total	\$ 488,648
<i>Supplies, Equipment, and Other Items</i>	
Supplies, Equipment, and Other Items Total	\$287,787
<i>Contractual</i>	
<i>Contractual Total</i>	\$1,030,000
TOTAL DIRECT COSTS	\$1,806,435
Modified Total Direct Costs	\$1,690,935
INDIRECT COSTS	
<i>Negotiated Modified Indirect Cost Rate</i>	29.19%
TOTAL INDIRECT COSTS	\$493,565
TOTAL BUDGET	\$2,300,000

Maximum Contract Amount (November 1, 2022 to December 31, 2024) \$4,600,000.00