

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 **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with offices located at 777 Bannock Street, MC 1952, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated July 1, 2022, and an Amendatory Agreement dated December 20, 2022 (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 19-No Employment of Workers without Authorization, amend the scope of work, amend the budget, and amend the invoice form.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual agreements 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 **October 1, 2021**, and will expire on **September 30, 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 **ONE MILLION SIX HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$1,645,928.00)** (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 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. [RESCINDED.]”

4. **Exhibit A** and **Exhibit A_01** are hereby deleted in their entirety and replaced with **Exhibit A_Amendment02, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A_01** are changed to **Exhibit A_Amendment02**.

5. All references in the original Agreement to **Exhibit B** and **Exhibit B_Amendment01, Budget** now refer to **Exhibit B, Exhibit B_Amendment01, and Exhibit B_Amendment02. Exhibit B-Amendment02** is attached and incorporated by reference herein.

6. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C_Amendment01, Reimbursement Invoice Form**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C_Amendment01**.

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

8. 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-202368540-02 / ENVHL-202159936-02
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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-202368540-02 / ENVHL-202159936-02
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____

Amanda Breeden
Name: _____
(please print)

Director, SPARO
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT Amendment 02

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the City and County of Denver's Healthy Food for Denver's Kids ("HFDK") Initiative and Denver Health and Hospital Authority, the ("Grantee"). The Grantee shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver's Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

Denver Health and Hospital Authority has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- **\$478,383** for Term 1 (October 1, 2021 – September 30, 2022)
- **\$522,650** for Term 2 (October 1, 2022-September 30, 2023)
- **\$644,895** for term 3 (October 1, 2023-September 30, 2024)
- Cumulative Maximum Contract Amount: **\$1,645,928**

II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:

Through the Specialized Co-Enrollment program, we aim to streamline how patients who receive care at Denver Health and Hospital Authority (DHHA) learn about, enroll in, and stay active in the Supplemental Nutrition Assistance Program for Women, Infants, and Children (WIC). By streamlining the enrollment process to happen concurrently with necessary medical appointments and by reducing the administrative burden on enrollees, we aim to increase the WIC participant caseload at Denver County and shrink the eligible but not currently enrolled (EBNE) rate in the County. This program focuses on the retention of WIC participants as well as increasing enrollment in WIC among EBNE pregnant women and children aged 0-5 who receive health care services at DHHA. The federal WIC program is designed to support the health of low-income women, infants, and children up to the age of 5 by providing supplemental foods, information on healthy eating, and referrals to health care. Specialized Co-Enrollment will serve children most at risk due to poverty, during a critical age to support immediate and generational health and development outcomes. Individuals eligible for WIC are also among the special populations served by the DHHA. In Denver, the WIC program is administered by DHHA, which is why the participating clinics within the system are an ideal space for conducting this program. Additionally, DHHA has several programmatic, analytic, and medical staff engaged and has the space needed to ensure the success of the program.

Over the last two years as a HFDK grantee, Specialized Co-Enrollment has been able to expand from a pilot to four Denver Health outpatient sites and successfully sustain the work and the teams at these locations. The model thus far has served more than 3,600 low-income women, infants, and children up to the age of 5 to access food vouchers, receive nutrition education and lactation counseling, and care from registered dietitians for high-risk needs such as jaundice in infants or premature births. We have learned from our staff and participants through thorough evaluation efforts the successes and



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pain points of the model processes and delivery. Overwhelmingly, our results have been positive from both our staff and participants; we believe based on this positive feedback that we are successfully providing a program tailored to the participants being served by reflecting the cultures and languages of the local community. Based on what we have learned plus some cost savings due to staffing turnover, we plan to continue to expand Specialized Co-Enrollment at Denver Health in year 3. We have been exploring some possible expansion sites including the Women’s Care Clinic located on the Denver Health Hospital campus and the Federico F. Pena Southwest Family Health Center outpatient clinic. These two locations are being considered based on the alignment with HFDK priorities and accessibility to WIC-eligible populations. The ability to offer Specialized Co-Enrollment in more locations at Denver Health further supports the adoption of this model as standard practice at the enterprise.

- III.** As performed in the previous two years, we will continue to execute engaging community engagement efforts, tailor the workflow to meet the unique needs and environments of our clinics and patients, track data and process improvement measures, and work collaboratively with both internal and external partners. The implementation of Specialized Co-Enrollment at the additional site(s) will support securing additional outpatient clinic site support and resources to adopt Specialized Co-Enrollment as standard care across Denver Health. We believe that these expansion efforts will further the sustainability of this model at Denver Health. **Program Locations:**

A. The program will be taking place at the following addresses:

Sam Sandos Westside Family Health Center
1100 Federal Blvd., Denver, CO 80204

Webb Center for Primary Care
301 W 6th Ave 2, Denver, CO 80204

Bernard F. Gipson Sr. Eastside Family Health Center
501 28th St., Denver, CO 80205

Montbello Family Health Center
12600 E. Albrook Dr., Denver, CO 80239

B. [Additional locations currently being considered for year 3 expansion include:](#)

Federico F. Peña Southwest Family Health Center
1339 South Federal Blvd, Denver, CO 80219

Denver Health Women’s Care Clinic
790 Delaware St, Denver, CO 80204

IV. Implementation and Timeline

Activity (Year 3)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
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Co-Enrollment Continuation	<p>Training & Education</p> <p>Team meetings</p> <p>Manage existing practices, processes, & capacity;</p> <p>Update PDSAs</p>	<p>Training & Education</p> <p>Team meetings</p> <p>Manage existing practices, processes, & capacity</p> <p>Identify and address workflow and IT needs</p>	<p>Training & Education</p> <p>Team meetings</p> <p>Manage existing practices, processes, & capacity</p> <p>Identify and address workflow and IT needs</p>	<p>Training & Education</p> <p>Team meetings</p> <p>Manage existing practices, processes, & capacity</p> <p>Identify and address workflow and IT needs</p>
Co-Enrollment Expansion	<p>Meet with medical teams at potential expansion site(s)</p> <p>Determine expansion site(s) for year 3</p> <p>Hire additional WIC staff</p>	<p>Training & Education</p> <p>Team meetings</p> <p>Identify champions and team members for expansion site(s)</p> <p>Site team meetings</p> <p>Identify and address workflow and IT needs</p>	<p>Team meetings</p> <p>Training & Education</p> <p>Year 3 expansion site(s) operational</p>	<p>Team meetings</p> <p>Training & Education</p> <p>Manage existing practices, processes, & capacity</p>
Quality Improvement	<p>Review year 2 outcome data</p> <p>Identify themes of needs and barriers identified in both patient and employee feedback tools</p>	<p>observe clinical workflow</p> <p>develop an action plan to address themes of identified waste/inefficiencies</p>	<p>Update action planning documents</p> <p>Execute on QI initiatives</p>	<p>Update action planning documents</p> <p>Execute on QI initiatives</p> <p>Include data in the year-end report</p>
Community Engagement and Data Collection/Reporting	<p>Review year 2 patient and employee engagement tools.</p> <p>Update engagement methods, tools & Qs as appropriate</p>	<p>Manage data collection and reporting</p> <p>implement engagement strategies</p>	<p>Manage data collection and reporting</p> <p>Continue implementing engagement strategies</p>	<p>Manage data collection and reporting</p> <p>Analyze engagement feedback (questionnaires, key informant interviews, etc.)</p> <p>Include data in the year-end report</p>

Evaluation, Outcome Measures and Deliverables

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will review and update, finalize, and implement an evaluation plan for the grant that



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will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

Participation in the Macro Evaluation

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Reporting Form (see the Reporting Section below). The grantee may also provide organizational and community input on Macro Evaluation activities and products (e.g., Theory of Change, Macro Evaluation plan, annual reports, etc.).

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) – **Healthy Food for Denver’s Kids** staff and/or designee.

The Grantee will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which grantee contractors are achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

B. Reporting

The Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK



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grantees and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges, and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are subject to change, and/or frequency of the reporting may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2024	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2024	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee's participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

II. Budget

A. Budget



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The budget for this agreement is attached as an exhibit. All expenditures must:

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
 - Show strong fiscal responsibility
 - Limit indirect costs to 10%
- B. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.
- **Examples of indirect costs include:** Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies **and equipment/technology**

III. Invoice

A. Invoice

A sample of the invoice template is attached as an exhibit.

IV. Payments

- A. Invoices and reports shall be completed and submitted to the HFDKinvoices@denvergov.org email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template. Invoices shall be processed with immediate payment terms.

V. General Grant Requirements

Funds for program(s) and activities must providing quality services for at least one of the following:



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1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
 - a. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 - a. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

Additionally, programs must:

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
 - All diet or regular sodas and sports/energy drinks
 - Flavored/added sugar milk
 - Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
 - Candy
 - Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
 - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, grantees will be asked to:

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered through HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

VI. Other

Grantee shall submit updated documents which are directly related to the delivery of services

Additional document requirements that may be requested for this contract:



DENVER
THE MILE HIGH CITY

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- A. Organizational Chart
- B. Updated Certificate of Insurance
- C. Reports and information for Program Evaluation, as required

Exhibit C_Amendment01

Denver Department of Public Health and Environment - Healthy Food for Denver's Kids EXPENDITURE DETAILS for REIMBURSEMENT INVOICE FORM

Invoice #	
Date Invoice is sent to HFDK	
Purchase Order/ Contract #	
Payment Option	

Organization Name	
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	760-715-7194
Email:	HFDKinvoices@denvergov.org

From:	
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure Categories				Total Amount
Food and Supplies				
Item	Description of Item	Quantity	Per Item Cost	

				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Food and Supplies				\$0.00
Program Operating Expenses				
Item	Description of Item	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
Total Operating Expenses				\$ -
Salary Employees				
Position Title	Description of Work	Percent of time spent this Month	Total earnings for monthly invoice period (Salary + Fringe)	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Hourly Employees				
Position Title	Description of Work	Hours	Hourly Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Personnel Expenses				\$ -
Other / Miscellaneous				

Item	Description	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Total Other Expense	\$ -
			Direct Costs -Total	\$ -
Indirect Costs				
Item	Description			
10% Indirect rate (if applicable):				
			TOTAL INDIRECT COSTS	\$ -
			TOTAL THIS INVOICE	\$ -

Billing Summary	
Total Contract Amount	
Advanced Funds Invoiced (if applicable)	
Cumulative Amount Previously Invoiced	
Amount of this Invoice	\$ -
Total Invoiced to Date	\$ -
Budget Amount Remaining	\$ -

You are not able to enter information into this summary spreadsheet tab - this is for summary purposes on Complete the expenditures spreadsheet tab only (the first tab in this Excel file). Then, sign (or print name designated box below. The information entered into the Expenditures tab will automatically populate in t below. Follow contract instructions to complete the Expenditures and submit the invoice.

Denver Department of Public Health & Environment REIMBURSEMENT INVOICE FORM

DATE INVOICE SENT TO HFDK:	
Organization Name:	0
Invoice Period:	0.00
Invoice #:	0.00
PO/Contract #:	0.00
Final Invoice:	\$ -
Payment Option:	2 Mailed Reimbursement Check

To:		From:	
HFDK Program:	Healthy Food for Denver's Kids	Contact Name:	0
HFDK Contact:	Jessica Murison	Address:	0
Address:	101 W Colfax		
City:	Denver	City:	0
State:	CO	State:	0
Zip Code:	80202	Zip Code:	0
Telephone:	760-715-7194	Telephone:	0
Email:	HFDKinvoices@denvergov.org	Email:	0

Expenditure Categories	Total / Requ
Food and Supplies	
Program Operating Expenses	

Personnel	
Other Costs	
SUB-TOTAL BEFORE INDIRECT	
Indirect	\$
TOTAL THIS INVOICE	\$

<p><i>// We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice, been achieved.</i></p>	
Print Name, Title	Date