#### AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **THE GROWHAUS**, a Colorado nonprofit corporation, whose address is 3840 York Street, Suite 210, Denver, Colorado 80205 (the "Contractor" or "Provider"), jointly ("the Parties").

#### **RECITALS:**

- **A.** The Parties entered into an Agreement dated September 27, 2023 (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 and Audits, update paragraph 18-Notices, add paragraph 34-Compliance with Denver Wage Laws, amend the scope of work exhibit, and amend the 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. <u>TERM</u>: The Agreement will commence on **August 1, 2023**, and will expire on **December 31, 2027** (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 "<u>COMPENSATION AND PAYMENT</u>" Subsection **d.** entitled "<u>Maximum Contract Amount:</u>", 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 **THREE MILLION FIVE HUNDRED** 

TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS AND NO

**CENTS** (\$3,526,783.00) (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 AND AUDITS:**" 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 audit 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 18 of the Agreement entitled "**NOTICES:**" is hereby deleted in its entirety and replaced with:
- **\*\*18. 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 Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee 201 W. Colfax Avenue, Suite 800 Denver, Colorado 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."

5. Section 34 of the Agreement entitled "<u>COMPLIANCE WITH DENVER WAGE</u> <u>LAWS</u>:" is hereby added to the Agreement as follows:

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."

6. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-Amendment 01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-Amendment 01**.

7. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B** and **Exhibit B-Amendment 01. Exhibit B-Amendment 01** is attached and incorporated by reference herein.

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

3

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

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: Contractor Name:	ENVHL-202581529-01/ENVHL-202368712-01 THE GROWHAUS  e parties have set their hands and affixed their seals at  CITY AND COUNTY OF DENVER:  By:							
IN WITNESS WHEREOF, the part Denver, Colorado as of:	ties have set their hands and affixed their seals at							
SEAL	CITY AND COUNTY OF DENVER:							
ATTEST:	By:							
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:							
Attorney for the City and County of I By:	Denver By:							
	By:							

# Contract Control Number: Contractor Name:

# ENVHL-202581529-01/ENVHL-202368712-01 THE GROWHAUS

By:	Docusigned by:  Giselle Diaz Campagna  35DC572B007543B.
Name	
	(please print)
Title:	Executive Director (please print)
	(please print)
ATTE	ST: [if required]
By:	
Name	
	(please print)
Title:	(please print)
	(prease print)



#### **SCOPE OF WORK**

#### I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Department of Public Health and Environment and The GrowHaus (the "Provider").

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

The GrowHaus has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- \$2,217,855.00 for Term 1 (August 1, 2023 December 31, 2025)
- \$1,108,928.00 for Term 2 (January 1, 2026-December 31, 2027)
- \$200,000 for Emergency SNAP Food Funds (January 1, 2026-December 31, 2026)
- Cumulative Maximum Contract Amount: \$3,526,783.00

#### II. Program Services and Descriptions

#### The Provider will be granted funds to provide the following services:

The GrowHaus curates, fresh and culturally responsive food to distribute to households with children living in Globeville, Elyria, and Swansea. Available foods follow The GrowHaus' Nutritional Guidelines and are informed by community members to ensure cultural relevance. The GrowHaus prioritizes purchasing food from local food hubs and farms, such as Food Bank of the Rockies and Hoffman Family Farms. Additionally, The GrowHaus receives donated food from Denver Food Rescue and We Don't Waste. To limit barriers to participation and support language justice, The GrowHaus provides programmatic outreach in multiple languages. The GrowHaus utilizes a pre-registration system and provides community support services to ensure food boxes are distributed in an uplifting and dignified way.

The GrowHaus has created food access programs that center and prioritize equity and community voice into the food box program. Sign-up lists, waitlists, flyers, recipes, and weekly reminder text messages are sent out in multiple languages, based on the community. Community members can share preferred foods via a 'List-of-Possible' at library branch locations, in-person listening sessions, and community needs assessments. The GrowHaus Food Access team hosts in-person listening sessions with Globeville, Elyria-Swansea residents and Denver Public Library branch leads where participants can share programmatic feedback and ideas for program improvement.

**Emergency Food Assistance**: Provider will use emergency funds to scale up food distribution efforts to Denver youth and their families in response to changes to federal food assistance programs. This may include serving additional families (especially those losing access to programs like SNAP and WIC), purchasing additional healthy food and directly related costs,



#### **SCOPE OF WORK**

extending service hours, increasing service frequency, expanding service or delivery areas, and/or establishing new partnerships. Provider will prioritize fresh, healthy food that meets HFDK nutritional guidelines, is culturally responsive, and distributed in an equitable and accessible way.

#### **Denver Public Library (DPL) Partnership**

During the HFDK02 grant cohort, DPL was a lead grantee and contracted with TGH to procure, package, and deliver fresh food boxes to libraries. Through the partnership, both organizations have provided food boxes with nutritious food staples, fruits, and vegetables to 2,050 children and adults vis 14 Denver Public Library branch locations.

The GrowHaus is proposing to strengthen its partnership with Denver Public Library by leveraging lessons learned and each organization's expertise to improve food access for Denver families and provide 21,200 food boxes during the grant period. TGH will lead this work and manage all program operations, accounting, and reporting requirements. Additionally, The GrowHaus ensures all households receiving a food box have children. 14 Denver Public Library branch locations will serve as a food access points and the team onsite will distribute boxes from branch locations to community members. The library branches being served are Ross-Barnum\*, Athmar Park\*, Hadley\*, Bear Valley, Montbello, Schlessman Family, Valdez-Perry\*, Virginia Village\*, Hampden\*, Green Valley Ranch\*, Ford-Warren\*, Woodbury, Smiley, and Sam Gary\*(Branches with an asterisk have been identified by HFDK as high priority areas). TGH sets pick-up times at each location and facilitates communication with families participating in the program. As a trusted community resource that is open and free to all, DPL creates a safe, welcoming space for the community to access healthy, free food boxes.

#### **Local Procurement & The GrowHaus Nutritional Guidelines**

In the most recent 2023 Community Needs Survey, The GrowHaus learned that 50% of The GrowHaus program participants are interested in learning and receiving information regarding food and nutrition for their families and 23% of participants that answered the survey want to receive home check-ins. The Food Access team has diligently pursued integrating food education into all facets of its operations. TGH is committed to engaging in hard and important conversations and assuming a role of authentic leadership. In doing so, TGH aspires to spearhead the drive toward a fair and impartial local food system that benefits all its participants. Creating internal 'The GrowHaus Nutritional Guidelines' to guide our purchasing decisions and ensure that the next generation of procurement staff can strive to keep these guidelines in place, recognizing the importance of fresh local produce available for all our programs. These guidelines fall into alignment with the USDA Dietary Guidelines. The GrowHaus recognizes that locally sourced produce may entail higher costs but is exploring avenues to facilitate mutually beneficial arrangements with farmers and food hubs like Food Bank of the Rockies. Specifically, by leveraging our purchasing power through strategic bulk procurement, TGH aims to create a positive outcome for our families and local growers.

#### **Language Justice**

The GrowHaus thrives on providing language equity in TGH programs to bring safety and welcoming spaces to our participants. The GrowHaus is committed to providing staff, program participants, flyers & materials, and outreach & enrollment services in English and Spanish and



#### **SCOPE OF WORK**

connecting with language justice partners to bring further languages into our programming on a needs basis.

In partnership with DPL, TGH works alongside staff and community to bring Spanish, English, Vietnamese, Amharic, and Arabic translation into the food box program sign-ups, flyers, recipes, and text message reminders to be inclusive to the families of Denver.

A. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	
Athmar Park	$\boxtimes$
Auraria	
Baker	
Barnum	$\boxtimes$
Barnum West	
Bear Valley	$\boxtimes$
Belcaro	
Berkeley	
Capitol Hill	
Central Business District	
Central Park	
Chaffee Park	
Cheesman Park	
Cherry Creek	
City Park	
City Park West	
Civic Center	
Clayton	
Cole	
College View - South Platte	
Congress Park	
Cory - Merrill	
Country Club	
DIA	
East Colfax	
Elyria Swansea	
Five Points	
Fort Logan	
Gateway - Green Valley Ranch	
Globeville	



# EXHIBIT A\_AMENDMENT 01 SCOPE OF WORK

Goldsmith		
Hale	Goldsmith	
Hampden         ⊠           Harvey Park         □           Harvey Park South         □           Highland         □           Hillitop         □           Indian Creek         □           Jefferson Park         □           Kennedy         □           La Alma Lincoln Park         □           Lincoln Park         □           Lowry Field         □           Mar Lee         □           Marston         □           Montbello         ☒           Montbello         ☒           Monthalir         □           North Capitol Hill         □           North Park Hill         □           Northeast Park Hill         □           Overland         □           Platt Park         □           Regis         □           Rosedale         □           Ruby Hill         □           Skyland         □           Sloan Lake         □           South Park Hill         □           Southmoor Park         □           Speer         □           Sun Valley         □           Union Station	Green valley Ranch	$\boxtimes$
Hampden South Harvey Park Harvey Park	Hale	
Harvey Park	Hampden	$\boxtimes$
Harvey Park South	Hampden South	
Highland	Harvey Park	
Hilltop □	Harvey Park South	
Indian Creek	Highland	
Jefferson Park □   Kennedy □   La Alma Lincoln Park □   Lincoln Park □   Lowry Field □   Mar Lee □   Marston □   Montbello ☒   Montclair □   North Capitol Hill □   North Park Hill □   Northeast Park Hill □   Overland □   Platt Park □   Regis □   Rosedale □   Ruby Hill □   Skyland □   Sloan Lake □   South Park Hill □   Southmoor Park □   Speer □   Sun Valley □   Sunnyside □   Union Station □   University □   University Hills □   University Park □   Valverde □   Villa Park □	Hilltop	
Kennedy         □           La Alma Lincoln Park         □           Lincoln Park         □           Lowry Field         □           Mar Lee         □           Marston         □           Montbello         □           Montclair         □           North Capitol Hill         □           North Park Hill         □           Northeast Park Hill         □           Overland         □           Platt Park         □           Regis         □           Rosedale         □           Ruby Hill         □           Skyland         □           Sloan Lake         □           South Park Hill         □           Southmoor Park         □           Speer         □           Sun Valley         □           Union Station         □           University         □           University Hills         □           University Park         □           Valverde         □	Indian Creek	
La Alma Lincoln Park  Lincoln Park  Lowry Field  Mar Lee  Marston  Montbello  Montclair  North Capitol Hill  North Park Hill  Overland  Platt Park  Regis  Rosedale  Ruby Hill  Sloan Lake  South Park Hill  Southmoor Park  Speer  Sun Valley  Sunnyside  Union Station  University Hills  University Park  Uarston  Warston    Image: Comparison of the park of	Jefferson Park	
Lincoln Park	Kennedy	
Lowry Field         □           Mar Lee         □           Marston         □           Montbello         ☒           Montclair         □           North Capitol Hill         □           North Park Hill         □           Northeast Park Hill         □           Overland         □           Platt Park         □           Regis         □           Rosedale         □           Ruby Hill         □           Skyland         □           Sloan Lake         □           South Park Hill         □           Southmoor Park         □           Speer         □           Sun Valley         □           Sunnyside         □           Union Station         □           University         □           University Park         □           Valverde         □           Villa Park         □	La Alma Lincoln Park	$\boxtimes$
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Marston         □           Montbello         ⊠           Montclair         □           North Capitol Hill         □           North Park Hill         □           Northeast Park Hill         □           Overland         □           Platt Park         □           Regis         □           Rosedale         □           Ruby Hill         □           Skyland         □           Sloan Lake         □           South Park Hill         □           Southmoor Park         □           Speer         □           Sun Valley         □           Sunnyside         □           Union Station         □           University         □           University Park         □           Valverde         □           Villa Park         □	Lowry Field	
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Northeast Park Hill  Overland  Platt Park  Regis  Rosedale  Ruby Hill  Skyland  Sloan Lake  South Park Hill  Southmoor Park  Speer  Sun Valley  Sunnyside  Union Station  University  University Hills  University Park  Valverde  Villa Park	North Capitol Hill	
Overland	North Park Hill	
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Regis         □           Rosedale         □           Ruby Hill         □           Skyland         □           Sloan Lake         □           South Park Hill         □           Southmoor Park         □           Speer         □           Sun Valley         □           Sunnyside         □           Union Station         □           University         □           University Hills         □           University Park         □           Valverde         □           Villa Park         □	Overland	
Rosedale Ruby Hill Skyland Sloan Lake South Park Hill Southmoor Park Speer Sun Valley Sunnyside Union Station University University Hills University Park Valverde Villa Park	Platt Park	
Ruby Hill  Skyland  Sloan Lake  South Park Hill  Southmoor Park  Speer  Sun Valley  Sunnyside  Union Station  University  University Hills  University Park  Valverde  Villa Park	Regis	
Skyland	Rosedale	
Skyland	Ruby Hill	
Sloan Lake  South Park Hill  Southmoor Park  Speer  Sun Valley  Sunnyside  Union Station  University  University Hills  University Park  Valverde  Villa Park		
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University Hills University Park Valverde Villa Park		
University Park  Valverde  Uilla Park	·	
Valverde  Villa Park	·	
Villa Park		
		$\boxtimes$



#### **SCOPE OF WORK**

Washington Park	
Washington Park West	
Washington Virginia Vale	
Wellshire	
West Colfax	
Westwood	

If applicable, please note the physical address where programming takes place:

Site	Address
Athmar Park Library	1055 S. Tejon Street 80223
Bear Valley Library	5171 W. Dartmouth Ave. 80236
Ford-Warren Library	2825 High St. 80205
Green Valley Ranch Library	4856 N. Andes Ct. 80249
Hadley Library	1890 S. Grove St. 80219
Hampden Library	9755 E. Girard Ave. 80231
Montbello Library	12955 Albrook Dr. 80239
Ross-Barnum Library	3570 W 1st Ave, Denver, CO 80219
Sam Gary Library	2961 Roslyn St. 80238
Schlessman Library	100 Poplar St. 80220
Smiley Library	4501 W. 46th Avenue 80212
Valdez Perry Library	4690 Vine Street 80216
Virginia Village Library	1500 S. Dahlia Street 80222
Woodbury Library	3265 Federal Blvd. 80211

#### B. Public Good

The Healthy Food for Denver's Kids Initiative seeks to build an equitable and strategic approach to increasing access to healthy food and food-based education for children and youth ages 18 and under in the City and County of Denver. By providing Denver youth and their families with healthy food, meals, and snacks and/or educational opportunities focused on farming, gardening, cooking, nutrition, and healthy eating, this contract will contribute to the Initiative's goals, which include:

- 1. Increasing the number of children and youth who receive healthy meals and snacks in the City and County of Denver;
- 2. Increasing the number of children and youth receiving nutrition, food skills, and sustainable and just food systems education in the City and County of Denver; and
- 3. Reducing overall food insecurity in households with children and the number of children and youth experiencing hunger in the City and County of Denver.



#### **SCOPE OF WORK**

#### III. Evaluation, Outcome Measures and Deliverables

#### A. Process and Outcome Measures/Deliverables

The Provider will report on the process measures and outcome measures. The measures in the surveys Providers will answer will align with the items and descriptions in the "Program Services and Descriptions" section above. A general description of types of measures are listed below, but the final measures will be decided upon with the Provider in collaboration with the HFDK Evaluation contractor and staff. The HFDK evaluation contractor is available to provide technical assistance to the Provider on the development and implementation of their metrics, as needed.

**Process measures** are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals served, or number of partnerships developed, among others. The Provider will be asked to collect demographic information for participants as much as possible to help report progress on disparities and direct efforts more equitably.

**Outcome measures** are longer-term results of the program that demonstrate impact. These may include, for example, changes in attitudes or behaviors, curriculum or policy changes within an organization, etc.

#### **Participation in the Macro Evaluation**

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

#### IV. Performance Management and Reporting

#### A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee.

The Provider will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports. As needed, DDPHE



#### SCOPE OF WORK

may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.

- 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 Provider will be responsible for reporting on program outputs and outcomes.

The GrowHaus will be responsible for reporting on the following Sections of the Evaluation Survey: Food Access.

The table below summarizes reporting activity and due dates. The dates and or frequency 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	February 1-15	Submitted through the Reporting Form
Report 2 (12 month/ann ual)	successes and challenges.  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	Submitted through the Reporting Form
Report 3 (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	Submitted through the Reporting Form



#### **SCOPE OF WORK**

Report 4 (12 month/ann ual)	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	Submitted through the Reporting Form
Report 5 (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	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 contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee's participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation contractor 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.

The Provider will be responsible for reporting on process and outcome measures on a quarterly basis. The Provider's data submitted to the monitoring platform will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees and will additionally be given back to the Provider to support their own work. Importantly, the Monitoring Platform may also include a few open-ended questions about strategy, challenges and successes for the Provider to fill out.

#### V. Budget

#### A. Budget

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



#### **SCOPE OF WORK**

other low-cost purchasing methods whenever possible

- Show strong fiscal responsibility
- Limit indirect costs up to 15%

Indirect Cost Limit: The Provider's total indirect costs cannot exceed 15% 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

#### VI. Invoice

A. Invoice

The Provider will use the HFDK invoice template provided to them. A sample of the HFDK invoice template is attached as an exhibit.

#### VII. Payments

- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the complete invoice package each month to HFDK. Provider 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. Provider must keep all personnel files and other documentation on hand related to this grant for audit purposes.
  - a. When submitting backup documentation, Provider must indicate which purchases within a receipt were purchased with Healthy Food for Denver's Kids projects, and which were not.
- C. Provider shall use preferred invoice template. **Invoices shall be processed with immediate** payment terms.
- D. Invoice timeliness, use of invoice templates, attendance to invoice training, and other factors will be used in determining compliance.

#### VIII. General Grant Requirements



#### **SCOPE OF WORK**

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

- i. 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;
  - 1. 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.
- **ii.** Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
  - 1. 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:

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.

#### C. NOT use HFDK funds to purchase any of the following items:

- i. All diet or regular sodas and sports/energy drinks
- ii. Flavored/added sugar milk
- iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
- iv. Candy
- v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
- vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
- vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

#### Additional, Provider will be asked to:

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver's Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered though HFDK. The Evaluation kick off meeting, initial 1:1 with HFDK Program staff, invoice training, and orientation are mandatory meetings.
- C. Meet with an HFDK representative once a year to debrief, share lessons learned about grant process, programming impact, etc.



#### **SCOPE OF WORK**

- D. Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- E. 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.

#### IX. Other

- A. Provider shall submit updated documents which are directly related to the delivery of services
- B. Additional document requirements that may be requested for this contract:
  - i. Organizational Chart
  - ii. updated Certificate of Insurance
  - iii. reports and information for Program Evaluation, as required.

#### Exhibit B- Amendment 01

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please ensure they are included in the total sum. Please note you are allowed to request up to 15% of the DIRECT costs for Indirect Costs, and up to 10% of the Direct Costs for Evaluation. You may also use funds for translation and interpretation needs.

If your budget does not show alignment, DDPHE may contact you with requests for clarifications and/or modifications.

	your budget does not show alignment, I	v Food for	r Denver's	s Kids Pro	gram Budget	incacions c	mayor mod	inications.	1	
Organization Name	The GrowHaus	ıy 1 000 101	Deliver	3 11103 1 10	gram Daaget					
Term Request for Proposal Name	Year 1 (January 1, 2026-December 31, 2026) Healthy Food for Denver's Kids(HFDK04)									
			Budget Ca	tegories					Are any of	
									the	
									personnel	
									100% funded by	
						Please Ma		each Priority Area that the line	this grant?	
	Food and Supplie	ies			Requested from		item	pertains to.	Yes/No	Notes
					Healthy Food for	Priority Area	Priority Area			
Item	Description of Item		Quantity	Per Item Cost	Denver's Kids Initiative	1	2	Priority Area 3		
Fresh Food Purchases for Fresh Food Boxes	This line item includes fresh food purchases for food be distributed directly to children/families and food that is		11200	\$ 12.50	\$140,000.00	×				
Community Engagement	This line item includes covering the cost of infrastructur	re for								
Supplies and Technology	community engagement, such as the facility where com	nmunity	12	\$ 750.00	\$9,000.00 \$0.00	x				
					\$0.00					
		Т	Total Food a	nd Supplies	\$0.00 \$149,000.00					
	Program Operating Ex	xpenses								
					Requested from Healthy Food for					
Item	Description of Item		Quantity	Per Item Cost	Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
Delivery Cost for Fresh	The GrowHaus will internally delivery fresh food to resid							,		
Food Access	Globeville, Elyria, and Swansea. The GrowHaus anticipat	ites	12	\$ 950.00	\$11,400.00 \$0.00	*				
					\$0.00					
		То	otal Operatir	ng Expenses	\$0.00 \$11,400.00					
Salary Employees	Personnel and Administrat									
Calary Employees		Ι		Salary +	Requested from					
			Percent of	Fringe	Healthy Food for Denver's Kids	Priority Area	Priority Area			
Position Title Associate Director of Food	Description of Work		Time	Benefits	Initiative	1	2	Priority Area 3		
Access and Community	This person oversees all food access operations and per	rsonnel at								
Outreach Senior Product Manager	the warehouse, including community engagement activ This person oversees all food purchases and ensures ea			\$ 73,000.00 \$ 73,000.00	\$36,000.00 \$36,000.00	x				
Assistant Manager of Food	This person oversees all day to day logisites at the ware	ehouse,				^				
Access Hourly Employees	including managing the food packing team, for Denver F	Public	35%	\$60,000.00	\$21,103	х				
,,					Requested from					
					Healthy Food for Denver's Kids	Priority Area	Priority Area			
Position Title	Description of Work		Hours	Hourly Rate	Initiative \$0.00	1	2	Priority Area 3		
					<b>V</b> 0100					
		T	otal Person	nel Services	\$0.00 \$93,103.00					
Denver Public Library	Other / Miscellane				. ,					
Denver Public Library	Partnership	T			Requested from					
					Healthy Food for Denver's Kids	Priority Area	Priority Area			
Item Fresh Food Purchases for	Description		Quantity	Per Item Cost	Initiative	1	2	Priority Area 3		
Denver Public Library Fresh	The GrowHaus will purchase fresh food, that follows HF									
Food Boxes		FDK								
	nutrition guidelines, to be included in fresh food boxes.		10,000	\$ 18.10	\$181,000.00	x				
Food Safe Packing and Distribution Supplies for			10,000	\$ 18.10	\$181,000.00	x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d	deliver food				x				
Food Safe Packing and Distribution Supplies for	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.	deliver food	10,000	\$ 18.10 \$ 1.60	\$181,000.00	x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to	deliver food	10,000	\$ 1.60	\$16,000.00	x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to Public Library branch locations.  The GrowHaus staff sources and packs all food boxes fo	deliver food 1 Denver 1 or Denver	10,000		\$16,000.00 \$20,000.00	x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public Library Fresh Food Boxes	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' Internal team will deliver food boxes to Public Library branch locations.  The GrowHaus staff sources and packs all food boxes for Public Library, Additionally. The GrowHaus team create:	deliver food  1 Denver  1 or Denver es outreach 1	10,000	\$ 1.60	\$16,000.00	x x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to Public Library branch locations.  The GrowHaus staff sources and packs all food boxes fo	deliver food  1 Denver 1 or Denver es outreach 1 community	10,000	\$ 1.60 \$ 2.00	\$16,000.00 \$20,000.00 \$66,000.00 \$18,000.00	x x x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public Library Fresh Food Boxes Community Engagement	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to Public Library branch locations.  The GrowHaus staff sources and packs all food boxes for Public Library, Additionally, The GrowHaus team create: This line item includes infrastructure costs to carry out engagement activities, suh as facilities and technology.	deliver food  1 Denver 1 Dr Denver 2 Soutreach 1 Community The 1	10,000	\$ 1.60 \$ 2.00 \$ 6.60	\$16,000.00 \$20,000.00 \$66,000.00	x x x				
Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public Library Fresh Food Boxes Community Engagement	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to Public Library branch locations.  The GrowHaus staff sources and packs all food boxes fo Public Library. Additionally, The GrowHaus team creations.	deliver food  1 Denver 1 Dr Denver 2 Soutreach 1 Community The 1	10,000	\$ 1.60 \$ 2.00 \$ 6.60	\$16,000.00 \$20,000.00 \$66,000.00 \$18,000.00 \$301,000.00	x x x				
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Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public Library Fresh Food Boxes Community Engagement Supplies and Technology  Item Evaluation (up to 10% of the direct costs amount can be used for Evaluation)	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' Internal team will deliver food boxes to Public Library branch locations.  The GrowHaus' Internal team will deliver food boxes to Public Library. Additionally. The GrowHaus team creater this line item includes infrastructure costs to carry out engagement activities, suh as facilities and technology.  EVALAUTION  Description  Evaluation funds can be used for a variety of eval experiment of the programment of t	deliver food 1 1 Denver 1 2 Denver 2 3 Denver 3 Denver 3 Denver 4 5 Outreach 1 7 The 1 1 Denver 4 Denver 5 Denver 5 Denver 6 1 Denver 6 Denver 6 Denver 6 Denver 6 Denver 7 De	10,000 10,000 10,000 10,000 Percentage 10% Tota	\$ 1.60 \$ 2.00 \$ 6.60 \$1.80	\$16,000.00 \$20,000.00 \$66,000.00 \$18,000.00 \$301,000.00 Total Amount Requested from Healthy Food for Denver's Kids Initiative  Total Amount Requested from Healthy Food for Denver's Kids Initiative  Total Amount Requested from Healthy Food for Denver's Kids Initiative  50.00 \$50.00	1	2			
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Food Safe Packing and Distribution Supplies for Denver Public Library Fresh Food Boxes Delivery Cost for Denver Public Library Fresh Food Boxes Staffing for Denver Public Library Fresh Food Boxes Community Engagement Supplies and Technology  Item Evaluation (up to 10% of the direct costs amount can be used for Evaluation)	nutrition guidelines, to be included in fresh food boxes.  The GrowHaus purchases materials to safely pack and d to Denver Public Library branch locations.  The GrowHaus' internal team will deliver food boxes to Public Library branch locations.  The GrowHaus' internal team will deliver food boxes for Public Library. Additionally, The GrowHaus team create This line item includes infrastructure costs to carry out engagement activities, suh as facilities and technology.  EVALAUTION  Description  Evaluation funds can be used for a variety of eval exp (e.g., staff time or hiring new staff for data + evalu community engagement: compensating community m surveys or focus groups, hiring your own external evaluation funds on the surveys or focus groups, hiring your own external evaluation funds on the surveys or focus groups, hiring your own external evaluation funds and the surveys or focus groups, hiring your own external evaluation funds on the surveys or focus groups, hiring your own external evaluation funds on the surveys or focus groups.	deliver food  1 Deliver Deliver Deliver Deliver Deliver Soutrach The  1 Deliver Delive	10,000 10,000 10,000 10,000 Percentage 10% Tota	\$ 1.60 \$ 2.00 \$ 6.60 \$ 11.80	\$16,000.00 \$20,000.00 \$66,000.00 \$18,000.00 \$301,000.00 Total Amount Requested from Healthy Food for Denver's Kids Initiative  Total Amount Requested from Healthy Food for Denver's Kids Initiative \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	1	2			

Emergency Food	This line item supports the purchase of food to be distributed to Denver resident youth and	
Assistance	families through the operations of the provider in response to increased demand due to the	\$200,000
	TOTAL EMERGENCY FUNDS	\$200,000.00
	TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)	\$754,503.00
	Indirect	
		Total Amount
		Requested from
		Healthy Food for
Item	Description	Denver's Kids Initiative
15% Indirect rate (if	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on	Innanve
applicable):	reimbursement for indirect costs, based on the total contract budget.	15% of Direct Costs
,	TOTAL INDIRECT COSTS	
	Total amount rolled over to Renewal Contract	\$754,503.00

	Healthy Food f	or Denver' IBIT B - Ar							
Organization Name Term	The GrowHaus Year 1 (January 1, 2027-December 31, 2027)								
equest for Proposal Name	Healthy Food for Denver's Kids(HFDK04)	Budget Ca	tegories						
	Food and Supplies	Budget ou	tegones		Please Ma		each Priority Area that the line pertains to.	Are any of the personnel 100% funded by this grant? Yes/No	Notes
ltem	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
Fresh Food Purchases for Fresh Food Boxes	This line item includes fresh food purchases for food being distributed directly to children/families and food that is delivered	11,200	\$ 12.50	\$140,000.00	x		,		
Community Engagement Supplies and Technology	This line item includes covering the cost of infrastructure for community engagement, such as the facility where community	12	\$ 750.00	\$9,000.00	×				
				\$0.00 \$0.00					
		Total Food a	nd Supplies	\$0.00 <b>\$149,000.00</b>					
Item	Program Operating Expenses  Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
Delivery Cost for Fresh Good Access	The GrowHaus will internally delivery fresh food to residents of Globeville, Elyria, and Swansea. The GrowHaus anticipates	12	\$ 950.00	\$11,400.00	×		The lay rada o		
	,, anaear me a continua unscipasca		. 550.00	\$0.00 \$0.00					
		Total Operatii	ng Expenses	\$0.00					
Salary Employees	Personnel and Administrative Service	es	, , , , , , , , , , , , , , , , , , , ,						
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
Associate Director of Food Access and Community Outreach Senior Product Manager	This person oversees all food access operations and personnel at the warehouse, including community engagement activities. This person oversees all food purchases and ensures each food box	49% 49%	\$ 73,000.00 \$ 73,000.00	\$36,000.00 \$36,000.00	x x				
Assistant Manager of Food Access	This person oversees all day to day logisites at the warehouse, including managing the food packing team, for Denver Public	35%	\$60,000.00	\$21,025	x				
Hourly Employees  Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
				\$0.00					
				\$0.00					
	Other / Miscellaneous	Total Person	nel Services	\$93,025.00					
Denver Public Library	Partners nip Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area	Priority Area	Priority Area 3		
Fresh Food Purchases for Denver Public Library Fresh Food Boxes Food Safe Packing and	The GrowHaus will purchase fresh food, that follows HFDK nutrition guidelines, to be included in fresh food boxes.	10,000	\$ 18.10	\$181,000.00	х				
Distribution Supplies for Denver Public Library Fresh Good Boxes Delivery Cost for Denver	The GrowHaus purchases materials to safely pack and deliver food to Denver Public Library branch locations.	10,000	\$ 1.60	\$16,000.00	x				
	The GrowHaus' internal team will deliver food boxes to Denver Public Library branch locations.  The GrowHaus staff sources and packs all food boxes for Denver	10,000	\$ 2.00	\$20,000.00	x				
	The GrowHaus staff sources and packs all food boxes for Denver Public Library. Additionally, The GrowHaus team creates outreach This line item includes infrastructure costs to carry out community	10,000	\$ 6,60	\$66,000.00	x				
Supplies and Technology	engagement activities, suh as facilities and technology. The	10,000	\$1.80	\$18,000.00 \$301,000.00	x				
	EVALAUTION			Total Amount Requested from Healthy Food for Denver's Kids	Priority Area				
Item  valuation (up to 10% of the direct costs amount than be used for Evaluation)	Description  Description  Evaluation funds can be used for a variety of eval expenditures  (e.g., staff time or hiring new staff for data + evaluation,  community engagement: compensating community members to  surveys or focus groups, hiring your own external evaluation	Percentage  10%	al Evaluation	Initiative	1	2	Priority Area 3		
	Subcontractors			Total Amount Requested from Healthy Food for Denver's Kids	Priority Area	Priority Area			
Name of Organization	Item Description	Quantity	Per Item Cost	\$0.00 \$0.00	1	2	Priority Area 3		
				\$0.00 \$0.00					
	TOTAL DIRECT COSTS (Supplies & Oper	Total Sul ating, Perso	contractors nnel, Other)	\$0.00 \$0.00 \$554,425.00					
I <b>tem</b> 15% Indirect rate (if	Indirect  Description Indirect Costs: Healthy Food for Denver's Kids policy places a fit	teen percent /1	5%) cap on	Total Amount Requested from Healthy Food for Denver's Kids Initiative					
applicable):	reimbursement for indirect costs, based on the total		t.	15% of Direct Costs					
	Total amount rolled over			\$554,425.00					

TOTAL MAXIMUM CONTRACT AMOUNT | \$3,526,783