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, whose address is 3131 West 14th Avenue, Denver, Colorado 80204 (the "Contractor" or "Provider"), jointly ("the Parties").

RECITALS:

- A. The Parties entered into an Agreement dated August 16, 2023, and an Amendatory Agreement dated February 10, 2025, (collectively, the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City's satisfaction.
- **B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 18-Notices, 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 "<u>**TERM**</u>" 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, 2026** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director."
- 2. Section 4 of the Agreement entitled "<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 **ONE MILLION TWO HUNDRED EIGHTY-**

SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,287,500.00) (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."

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. 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.

6. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit**

B, Exhibit B-Amendment 01, and Exhibit B-Amendment 02. Exhibit B-Amendment 02 is

attached and incorporated by reference herein.

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

particular.

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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.]
[SIGNATURE PAGES FOLLOW.]

Contract Control Number:

Contractor Name:	LA RAZA SERVICES, INC.		
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:	Ву:		
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:		
Attorney for the City and County of I	Denver		
By:	Ву:		
	Ву:		

ENVHL-202581534-02/ ENVHL-202368597-02

Contract Control Number: Contractor Name:

ENVHL-202581534-02/ ENVHL-202368597-02 LA RAZA SERVICES, INC.

By:	Pocusigned by: Rudy Gonzales FF1475261E4B452	_
Name	Rudy Gonzales	
	(please print)	
Title:	President/CEO	
•	(please print)	•
	CT. 1:6 1	
AIIE	ST: [if required]	
Ву:		_
Name	·	
	(please print)	
Title:		_
	(please 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 La Raza Services, Inc. (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.

Center for African American Health has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- \$725,000 for Term 1 (August 1, 2023 December 31, 2025)
- \$362,500 for Term 2 (January 1, 2026-December 31, 2026)
- \$200,000 for Emergency SNAP Food Funds (January 1, 2026-December 31, 2026)
- Cumulative Maximum Contract Amount: \$ 1,287,500.00

With this contract only adding one year to the term and the full renewal amount for that one year, Servicios de la Raza agrees that they will not be eligible to apply for the next cohort of Healthy Food for Denver's Kids funding opportunity (HFDK07).

II. Program Services and Descriptions

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

Priority Area 1. Nutritious Food Access and Security

Servicios will provide healthy, culturally responsive food to 7,167 unique youth and parents in households in Denver.

- a minimum of 1,593 food boxes will be delivered. Is important to note that many of our Latino families have, on average, 3-5 children in their household. Therefore, these food boxes are substantial (and heavy) bulk food deliveries. Also, each food box delivered will contain at least 1.5 weeks of food.
- The delivery truck purchased during the previous project period will continue to travel to neighborhoods in Denver still identified as food deserts, as well as be deployed to pick up bulk food donations from donors for the static food pantry. Maintenance, insurance, and fuel costs are included in the new budget.

Also, the truck and delivery driver will help to distribute food. Remember the book mobile? We want to bring food into neighborhoods in the same way. Also, many ice cream trucks lure children in with music. Our box truck will also include an exterior speaker system that plays music as well. The boxes that we distribute will have coloring pages for children that are themed around healthy eating. Unfortunately, junk food has excellent branding (Ronald



SCOPE OF WORK

McDonald and his "Happy" Meals). We hope to create a fun food experience with our food truck by adding music, children's activities, and a Mobile Bilingual Healthy Food Ambassador.

 important note: many of our community members work hourly jobs and don't have the privilege to leave work to access food and many food banks and pantries operate during traditional work hours. Our deliveries, as well as our educational outreach, will center around non-traditional hours. This includes outreach in the evenings and during the weekends, every week, to improve access.

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, 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.

Priority Area 2. Increasing participation in Federal Nutrition Assistance Programs

 Servicios currently receives funding to help community members enroll in SNAP and WIC. Therefore, this priority area is not a part of this grant request. However, staff on this project will help to promote these programs and connect community members directly to our enrollment services.

Priority Area 3. Food and Nutrition Education

- the Mobile Bilingual Food Ambassador will join the Delivery Driver/Mobile Food Ambassador for deliveries and create or attend at least two community outreach events each week for the entirety of the project period. The Essential Services (ES) Director will mirror this education, but within our static food pantry in West Colfax. Vice President of Human Services will oversee the project.
- the Mobile Bilingual Food Ambassadors will teach both parents and children how to eat healthy and in a fun and engaging way.
- During the project period of this grant, the Mobile Bilingual Food Ambassadors will distribute the mini cookbooks created during the previous project period, in Spanish, consisting of healthy and culturally responsive meals.
- B. The following roles and/or partners will be instrumental in the success of this grant:
 - 1. Though Servicios partners with multiple organizations, no partner is identified as subrecipient because local community-based agencies usually refer to Servicios as they themselves do not have the capacity to serve monolingual Spanish-speakers, migrants/refugees/newcomers, and/or children. Servicios intends to fill major gap in services through this proposal.
 - To ensure that we are complimenting and not duplicating services, we do partner with a variety of schools and service providers. We coordinate with WE DON'T



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WASTE, Food Bank of the Rockies, St. Anthony Food Bank, Denver Human Services, Denver and Colorado Departments of Public Health and Environment, Cheltenham School, Brown Academy, Emily Griffith, Christian Riders Food Pantry, Bayaud Enterprises, Southwest Food Council, Barnum School, Rudy Park Recreation Center, Feed the Children, A Precious Child and many more.

- 3. These partners help to amplify our messages on food pantry hours, special mass distribution events, and access to culturally relevant food options. These agencies also make direct referrals to our program.
- 4. La Raza will also continue to update the HFDK team on collaborations made during this grant.
- A. **Program Locations:** The Provider will serve the following sites and/or neighborhoods:

Geographical Location	Please check all that apply
Citywide	
Athmar Park	
Auraria	
Baker	
Barnum	\boxtimes
Barnum West	\boxtimes
Bear Valley	
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	



EXHIBIT A_AMENDMENT 01 SCOPE OF WORK

Fort Logan	
Gateway - Green Valley Ranch	
Globeville	
Goldsmith	
Green valley Ranch	
Hale	
Hampden	
Hampden South	
Harvey Park	
Harvey Park South	
Highland	
Hilltop	
Indian Creek	
Jefferson Park	
Kennedy	
La Alma lincoln park	
Lincoln Park	
Lowry Field	
Mar Lee	\boxtimes
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	\boxtimes
Sunnyside	
Union Station	
University	
University Hills	
University Park	



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Valverde	\boxtimes
Villa Park	
Virginia Village	
Washington Park	
Washington Park West	
Washington Virginia Vale	
Wellshire	
West Colfax	\boxtimes
Westwood	\boxtimes

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

	1 0 0 1
Site	Address
Servicios de La Raza	3131 W 14 th Ave, Denver, CO 80204

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.

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



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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 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.

Servicios de la Raza will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food & Nutrition Education, Food & Nutrition Assistance



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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 successes and challenges.	February 1-15	Submitted through the Reporting Form
Report 2 (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 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
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
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support



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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 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



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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

- A. A complete invoice package shall be completed and submitted to the https://example.com/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 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

- 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:



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- 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.
- 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 02
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.

Healthy Food for Denver's Kids Program Budget Organization Name La Raza Services, Inc dba Servicios de La Raza Year 1 (January 1, 2026-December 31, 2026) **Budget Categories** Please Mark with an X each Priority
Area that the line item pertains to.

Are any of the personnel 100% funded by this grant? Yes/No Area 3 Office supplies, shelving, boxes, disposable gloves, etc to handle food supplie 2,184.76 \$2,184.76 \$2,500.00 Program Operating Expenses Poster boards, activity supplies, General Supp to prepare, nutritional and education Materials 1,000.0 \$1,000.00 \$59,428.94 coordinate food purchasing and distribution provide supervision to staff Assists in food purchasing, loading/unloading, distribution and package handling, setting up food boxes, and driving/maintenance of box truck. Also, create or attend at least two community outreach events each week for the entirety of the project period Will Oversee the Projects completion 197,121.63 \$9,856.08 Position Title Description of Work Tire rotations, oil changes, cleaning, disinfecting, to ensure safe food handling within box truck \$2,000.00 \$4,971.00 Total Evalua Subcontractors TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other) \$315,217.39 Indirect \$47,282.61 rgency Food Assistance This line item supports the purchase of food to be distributed to Denver resident youth and families through the operations of the provider in response to increased demand due to the federal SNAP funding freeze. Includes purchase of nutritious and culturally-responsive food that meets HDX nutritional guidelines and directly related costs for increasing distribution capacity. TOTAL EMERGENCY FUNDS

TOTAL AMOUNT REQUESTED FROM HFDM