

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SEWALL CHILD DEVELOPMENT CENTER, INC.**, a Colorado nonprofit corporation, whose address is 940 Fillmore Street, Denver, Colorado 80206 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, 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 Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **August 1, 2024** and will expire on **July 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.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS AND TWENTY CENTS (\$1,059,797.20)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Business Auto Liability and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance**: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. **Business Automobile Liability**: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

10. **DEFENSE AND INDEMNIFICATION**:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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
101 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.

19. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

22. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not

be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

25. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any

presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The 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.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – Timeline and Implementation.

Exhibit E – Reimbursement Invoice Form.

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Contract Control Number:
Contractor Name:

ENVHL-202474859-00
SEWALL CHILD DEVELOPMENT CENTER INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

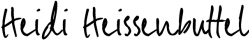
By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202474859-00
SEWALL CHILD DEVELOPMENT CENTER INC

DocuSigned by:



0F31080FC85A43E...

By: _____

Heidi Heissenbuttel

Name: _____
(please print)
CEO/President

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

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 Sewall Child Development Center, 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.

Sewall Child Development Center, Inc. has been awarded **\$1,059,797.20** in Healthy Food for Denver’s Kids funds for the maximum contracted amount for a contract term of August 1, 2024- July 31, 2027.

II. Program Services and Descriptions

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

Sewall Child Development Center, Inc. will provide food equity programming to improve access to nutritious, culturally responsive foods and nutrition education for young children and their families. Nutrition security is essential in improving the child’s educational outcomes and school readiness. Sewall's food equity program focuses on three key areas and are in alignment with all three priority areas.

- 1) Increase children (0-5) and families’ access to free and reduced school breakfast and lunch while enhancing sustainability through community partnerships (nutrition assistance programs include SNAP and CACFP).
- 2) Improve the nutritional quality and cultural relevance of foods being provided.
- 3) Ensure our locations have appropriate caterers to better support and access to support the use of fresh ingredients and diverse menus.
- 4) Using food boxes, meal kits, prepared meals, onsite food pantries and other means to offer healthy food supports to families by addressing access and transportation challenges through food delivery or pick-up.

Please see **Exhibit D** for further timeline and implementation information.

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

Geographical Location	Please check all that apply
Citywide	<input type="checkbox"/>
Athmar Park	<input type="checkbox"/>
Auraria	<input type="checkbox"/>
Baker	<input type="checkbox"/>



DENVER
THE MILE HIGH CITY

EXHIBIT A

SCOPE OF WORK

Barnum	<input type="checkbox"/>
Barnum West	<input type="checkbox"/>
Bear Valley	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Berkeley	<input type="checkbox"/>
Capitol Hill	<input type="checkbox"/>
Central Business District	<input type="checkbox"/>
Central Park	<input type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Cheesman Park	<input type="checkbox"/>
Cherry Creek	<input type="checkbox"/>
City Park	<input type="checkbox"/>
City Park West	<input type="checkbox"/>
Civic Center	<input type="checkbox"/>
Clayton	<input type="checkbox"/>
Cole	<input type="checkbox"/>
College View - South Platte	<input type="checkbox"/>
Congress Park	<input checked="" type="checkbox"/>
Cory - Merrill	<input type="checkbox"/>
Country Club	<input type="checkbox"/>
DIA	<input checked="" type="checkbox"/>
East Colfax	<input checked="" type="checkbox"/>
Elyria Swansea	<input checked="" type="checkbox"/>
Five Points	<input type="checkbox"/>
Fort Logan	<input type="checkbox"/>
Gateway - Green Valley Ranch	<input type="checkbox"/>
Globeville	<input checked="" type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Green valley Ranch	<input checked="" type="checkbox"/>
Hale	<input type="checkbox"/>
Hampden	<input type="checkbox"/>
Hampden South	<input type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>
Highland	<input type="checkbox"/>
Hilltop	<input type="checkbox"/>
Indian Creek	<input type="checkbox"/>
Jefferson Park	<input type="checkbox"/>
Kennedy	<input type="checkbox"/>
La Alma lincoln park	<input type="checkbox"/>
Lincoln Park	<input type="checkbox"/>
Lowry Field	<input type="checkbox"/>



EXHIBIT A

SCOPE OF WORK

Mar Lee	<input type="checkbox"/>
Marston	<input type="checkbox"/>
Montbello	<input checked="" type="checkbox"/>
Montclair	<input type="checkbox"/>
North Capitol Hill	<input type="checkbox"/>
North Park Hill	<input checked="" type="checkbox"/>
Northeast Park Hill	<input checked="" type="checkbox"/>
Overland	<input type="checkbox"/>
Platt Park	<input type="checkbox"/>
Regis	<input type="checkbox"/>
Rosedale	<input type="checkbox"/>
Ruby Hill	<input type="checkbox"/>
Skyland	<input type="checkbox"/>
Sloan Lake	<input type="checkbox"/>
South Park Hill	<input type="checkbox"/>
Southmoor Park	<input type="checkbox"/>
Speer	<input type="checkbox"/>
Sun Valley	<input type="checkbox"/>
Sunnyside	<input type="checkbox"/>
Union Station	<input type="checkbox"/>
University	<input type="checkbox"/>
University Hills	<input type="checkbox"/>
University Park	<input type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input type="checkbox"/>
Virginia Village	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>
Washington Virginia Vale	<input type="checkbox"/>
Wellshire	<input type="checkbox"/>
West Colfax	<input type="checkbox"/>
Windsor	<input type="checkbox"/>

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 “objectives” 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



EXHIBIT A

SCOPE OF WORK

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 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



EXHIBIT A

SCOPE OF WORK

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

Sewall Child Development Center, Inc. will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education, Food and Nutrition Assistance and Food Production.

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:
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 1; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 2; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Reports	Progress on outcome measures as outlined by HFDK Evaluation Contractor. Report of previous quarter of activities. Upload relevant evaluation documents. Additional narrative description of successes and challenges.	Quarterly Reporting. Due dates TBD. Please see the quarterly schedule for Year 3; Q1: August- October Q2: November-January Q3: February-April Q4: May-July	Submitted through QuickBase, or the platform selected by the HFDK Evaluation Contractor
Other reports as requested	To be determined (TBD)	TBD	TBD

C. Evaluation Support



EXHIBIT A

SCOPE OF WORK

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 to 10%

Indirect Cost Limit: The Provider'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

VI. Invoice

A. Invoice



EXHIBIT A

SCOPE OF WORK

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 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:**



EXHIBIT A

SCOPE OF WORK

- 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 through 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. Budget

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

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	Sewall Child Development Center						
Term	Year 1 (August 1, 2024-July 31, 2025)						
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)						

Budget Categories								
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.		
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Breakfast, snacks and lunch at 5 locations (to include food boxes)	Non reimbursed portions of breakfast, snack, and lunch not reimburse by other sources. Includes expanding to 75 children at Laradon and RV.	315		\$75,000.00	x	x		
Food Boxes and Food pantry	Multi-cultural food pantry including food boxes for monthly family meetings	710		\$25,000.00	x	x		
				\$0.00				
				\$0.00				
				\$0.00				
Total Food and Supplies				\$100,000.00				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Program Operating Expenses	Nutrition and sustainable garden consultant (SustainEd Farms), teacher trainings, monthly family meetings, upkeep of gardens, delivery van maintenance and educational supplies. Includes garden expansion at Laradon and RV.			\$23,250.00	X	X	X	
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
Total Operating Expenses				\$23,250.00				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Food Program Manager	Food program manager, teacher liaison (10%), VP of Programs (10%), kitchen assistant, cook at the Koelbel Building, Cook at the Zone and food distribution coordinator.	100%	\$ 65,786.00	\$65,786.00	x	x	x	
VP of Programs	Oversight and management of committee and scope of work	10%	\$ 95,574.00	\$9,574.00	x	x	x	
Teacher Liaison	Teacher assistant for each site (5 *8hours at \$25/hour)	10%	52000	5,200	x	x	x	
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Cook	Prepare food for Sewall students			\$42,000.00	x	x	x	
Kitchen Assistant	Kitchen assistant to assist with food preparation and distribution			\$18,300.00	x	x	x	
Food Distribution	Assist with food distribution and deliveries and pickup's.			\$15,500.00	x	x	x	
				\$0.00				
Total Personnel Services				\$156,360.00				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
				\$0.00				
Total Other				\$0.00				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$0.00			
Total Subcontractors				\$0.00				
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$279,610.00				
Indirect								

Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative	
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.		
TOTAL INDIRECT COSTS		\$27,961.00	
Evaluation		\$30,757.10	
TOTAL AMOUNT REQUESTED FROM HFDK		\$338,328.10	

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

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	Sewall Child Development Center						
Term	Year 2 (August 1, 2025-July 31, 2026)						
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)						

Budget Categories

Food and Supplies

Please Mark with an X each Priority Area that the line item pertains to.

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Breakfast, snacks and lunch at 5 locations (to include food boxes)	Non reimbursed portions of breakfast, snack, and lunch not reimburse by other sources. Includes expanding to 75 children at Laradon and RV.	330		\$75,000.00	x	x	
Food Boxes and Food pantry	Multi-cultural food pantry including food boxes for Monty family meetings)	810		\$25,000.00	x	x	
				\$0.00			
				\$0.00			
				\$0.00			
Total Food and Supplies				\$100,000.00			

Program Operating Expenses

Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Program Operating Expenses	upkeep of gardens, delivery van maintenance and educational supplies. Includes garden expansion at Laradon and RV.			\$27,412.00	x	x	x
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
Total Operating Expenses				\$27,412.00			

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Food Program Manager	Food program manager, teacher liason (10%), VP of Programs (10%), kitchen assistant, cook at the Koelbel Building, Cook at the Zone and food distributin coordinator.			\$72,000.00	X	X	X
VP of Programs	Oversight and management of committee and scope of work			\$12,000.00	X	X	X
Teacher Liason	Teacher assistant for each site (5 *8hours at \$25/hour)			7500	X	X	X

Hourly Employees

Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
Cook	Prepare food for Sewall students			\$36,194.00	X	X	X
Kitchen Assistant	Kitchen assistant to assist with food preparation and distribution			\$19,500.00	X	X	X
Food Distributor	Assist with food distribution and deliveries and pickup's..			\$18,934.00	X	X	X
				\$0.00			
Total Personnel Services				\$166,128.00			

Other / Miscellaneous

Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
				\$0.00			
Total Other				\$0.00			

Subcontractors

Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$0.00			
Total Subcontractors					\$0.00			

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)

\$293,540.00

Indirect

Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
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Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.		
TOTAL INDIRECT COSTS		\$29,354.00	
Evaluation		\$32,289.40	
TOTAL AMOUNT REQUESTED FROM HFDK		\$355,183.40	

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. ****CHECK YOUR TOTAL BOXES PRIOR TO SUBMITTING!**

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	Sewall Child Development Center
Term	Year 3 (August 1, 2026-July 31, 2027)
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK05)

Budget Categories

Food and Supplies					Please Mark with an X each Priority Area that the line item pertains to.			
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
breakfast, snacks and lunch at s locations (to include food boxes)	Non reimbursed portions of breakfast, snack, and lunch not reimburse by other sources. Includes expanding to 75 children at Laradon and RV	360		\$75,000.00	x	x		
Food Boxes and Food pantry	Multi-cultural food pantry including food boxes for Monty family meetings) (85 boxes per month for 10 months)	910		\$25,000.00	x	x		
				\$0.00				
				\$0.00				
				\$0.00				
Total Food and Supplies				\$100,000.00				
Program Operating Expenses								
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Program Operating Expenses	upkeep of gardens, delivery van maintenance and educational supplies. Includes garden expansion at Laradon and RV.			\$28,782.00	x	x	x	
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
Total Operating Expenses				\$28,782.00				
Personnel and Administrative Services								
Salary Employees								
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Food Program Manager	Food program manager, teacher liason (10%), VP of Programs (10%), kitchen assistant, cook at the Koelbel Building, Cook at the Zone and food distributin coordinator.			\$77,806.00				
VP of Programs	Oversight and management of committee and scope of work			\$12,000.00				
Teacher Liasion	Teacher assistant for each site (5 *8hours at \$25/hour)			9500				
Hourly Employees								
Position Title	Description of Work	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
Cook	Prepare food for Sewall students			\$36,194.00				
Kitchen Assistant	Kitchen assistant to assist with food preparation and distribution			\$19,500.00				
Food Distributor	Assist with food distribution and deliveries and pickup's.			\$18,934.00				
				\$0.00				
Total Personnel Services				\$173,934.00				
Other / Miscellaneous								
Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3	
				\$0.00				
Total Other				\$0.00				
Subcontractors								
Name of Organization	Item	Description	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3
					\$0.00			
Total Subcontractors				\$0.00				
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$302,716.00				
Indirect								
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative				
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.							
TOTAL INDIRECT COSTS				\$30,271.00				
Evaluation				\$33,298.00				

TOTAL AMOUNT REQUESTED FROM HFDK		\$366,285.70	
Total Contract Amount (August 1, 2024-July 31 2027)		\$1,059,797.20	

FOR HFDK staff reference only. This page is locked and not able to be edited.

	TOTAL
Year1	\$338,328.10
Year2	\$355,183.40
Year 3	\$366,285.70
Total Grant Amount	\$1,059,797.20
Total Operating Budget of Organization	
% of the grant to Operating Budget Amount	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Julie Robins, CIC	
	PHONE (A/C, No, Ext): (720) 212-2026	FAX (A/C, No): (720) 212-2026
	E-MAIL ADDRESS: Julie.Robins@thinkccig.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sewall Child Development 940 Fillmore St Denver, CO 80206	INSURER A: Philadelphia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse \$1M/\$1M <input checked="" type="checkbox"/> Prof Liab \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2573614020	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2573614020	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			PHPK2573614020	7/1/2024	7/1/2025	Employee Theft 160,000
A	Cyber Liability			PHSD1808585011	7/1/2024	7/1/2025	Claims Made 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Healthy Food for Denver's Kids (HDFK)
101 W. Colfax Ave.
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY CCIG		NAMED INSURED Sewall Child Development 940 Fillmore St Denver, CO 80206
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverages Continued:
Executive Liability Package (D&O, EPLI, Fiduciary) - Claims Made
Policy #: PHSD1800477020
Company: Philadelphia Insurance Company
Effective Date: 7/1/2024 - 7/1/2025

Directors & Officers Liability Limits: Per Claim \$1,000,000; Agg. \$1,000,000 - Retention: \$10,000 - Retro Date: 7/1/2024

Employment Related Practices Limits: Per Claim \$1,000,000; Agg. \$1,000,000 - Retention: \$5,000

Fiduciary Liability Limits: Per Claim \$1,000,000; Agg. \$1,000,000

SECURITY NATIONAL INSURANCE COMPANY

WORKERS' COMPENSATION
and
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Christopher H. Foy, President

To obtain information, please contact your agent or Security National Insurance Company at **877-528-7878**. You may also write Security National Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

COLORADO

WORKERS' COMPENSATION DISCLOSURE NOTICE

IMPORTANT NOTICE TO POLICYHOLDERS

1. Notice Of Change in Rate by Classification

If you desire information whenever there is a change in your worker's compensation insurance rate by classification, you must request such information from your insurer. This request for information must be in writing.

2. Notice Of Policyholder's Right To Appeal Classification

Your insurer can charge and collect any additional amount of money not included in the initial premium charged as a result of job misclassification.

If you have any questions regarding the employee classification assigned to calculate your workers' compensation insurance premium, you need to direct your questions to your insurer, or the insurer's authorized representative within either thirty (30) days after the anniversary date of the policy or the date of receipt by you of notice of a change in job classification. Within thirty (30) days after receipt of your request for information, your insurer or the insurer's authorized representative must explain to you why a particular employee classification was used.

If you disagree with your insurer or the insurer's authorized representative on the employee classification assignment, you may appeal to the Workers' Compensation Classification Appeal Board by filing written notice with said board within thirty (30) days after you have exhausted all appeal review procedures provided by the insurer. Your request should be sent to the:

**Secretary of the Colorado Worker's Compensation Classification Appeals Board, Michael Craddock
c/o National Council on Compensation Insurance
901 Peninsula Corporate Circle
Boca Raton, FL 33487**

Written instructions for your appearance before the Colorado Worker's Compensation Classification Appeals Board, will be furnished by the Secretary of the Board. The board will render a decision as to whether a misclassification has occurred.

A decision by the board is final and not subject to appeal unless you, the insurer or Pinnacol Assurance provides written notice of appeal within thirty (30) days after the board's decision to the office of the Commissioner of Insurance, 1560 Broadway, Suite 850, Denver, CO 80202. The Commissioner shall review any decision of the board properly appealed.

3. Notice Of Availability of Medical Case Management Services

The Medical Case Management Services to be contacted is:

**Coventry Healthcare
P. O. Box 30055
Tampa, Florida 33630**

34-1897A 0317



Workers' Compensation Claim Reporting Information

24/7 Toll Free Claim Reporting for All States



(888)239-3909



WorkersCompClaimReport@AmTrustgroup.com



www.amtrustfinancial.com

Information Required for All Claims Reported



1. Name of the insured and policy number
2. Name and contact information of injured worker
3. Date, time and place of accident
4. Description of accident or incident
5. Name, phone, and/or email of person making the report
6. Any information on the injured workers lost time

Early claim reporting is essential to a better claim outcome. Don't delay reporting if you do not have all the details.

How do I help my injured worker find a doctor?



- We offer an online physician search for all states, www.talispoint.com/amtrust/external
- For California, www-lv.talispoint.com/amtrust/campn
- For CO, GA, PA & TN, please refer to the panel provided by AmTrust via mail or email

How does my injured employee receive prescription medications related to the accident/injury?



- Refer to the claims kit for your state at www.talispoint.com/amtrust/external for a First Fill card for your injured employee to use at the pharmacy to cover the cost of approved medication.

Timely Reporting

When a work-related injury occurs, it is important to act immediately. Timely reporting of a new claim helps to provide a smooth and successful claim process for both you and your injured worker.



We're Here To Help

After your claim has been filed, we may be in touch to obtain additional information. Our goal is to offer a smooth and hassle-free experience – from your first contact to the claims conclusion. Feel free to also call us with any questions. We're here to help.



Relax And Stay Positive

You have the assurance of our knowledge, expertise, and understanding of the claim process. We're with you all the way.

877.528.7878 | www.amtrustfinancial.com

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AmTrust North America
An AmTrust Financial Company

March 8, 2024

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

Our updated fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A “paper” billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An “electronic” billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department

Security National Insurance Company
A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 40533	
1. Insured:	Policy Number: SWC1487529
Sewall Child Development Center Inc	
940 Fillmore St	
Denver, CO 80206	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership
Other workplaces not shown above:	<input checked="" type="checkbox"/> Corporation or
None	Federal Tax ID: 840413241
Producer:	Risk Id:
Associates Insurance Group, Inc.	Renewal of: SWC1442930
7395 E. Orchard Rd.	
Greenwood Village, CO 80111	

2. The policy period is from 4/30/2024 to 4/30/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Colorado

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$500,000 each accident	\$500,000 policy limit	\$500,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	23,091
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	23,091
Minimum Premium	0
Deposit Premium	2,310

Issue Date: 3/8/2024

Countersigned by: _____
Authorized Representative

Security National Insurance Company

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Sewall Child Development Center Inc

Policy Number: SWC1487529

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

NAMED INSURED:	Sewall Child Development Center Inc	Fein: 840413241
WORKPLACES:	Location Number 1. 940 Fillmore St Denver, CO 80206	

Security National Insurance Company

WC 99 00 01 B

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Sewall Child Development Center Inc**Policy Number: SWC1487529****EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE**

State	Form Number	Description
	WC990001B	DECLARATIONS PAGE
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419A	PREMIUM DUE DATE ENDORSEMENT
	WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
	WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
	WC000603	BENEFITS DEDUCTIBLE ENDORSEMENT
CO	WC050402	COLORADO CLASSIFICATION ENDORSEMENT
CO	WC050403	COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT

Security National Insurance Company

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY**

INFORMATION PAGE

Insured: Sewall Child Development Center Inc**Policy Number: SWC1487529****EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
Colorado					
Child Day Care Center: Professional Employees & Clerical, Salespersons Manual Premium	111	8869	4,778,619	0.71	<u>33,928</u> 33,928
Total Manual Premium					33,928
Premium for Increased Limits Part Two: 0.8% (500/500/500)		9807			271
Deductible Credit 6.79% (Deductible Limit \$1,000)		9664			-2,322
Total Premium Subject To Experience Modification					31,877
Experience Modification 97%					30,921
Schedule Modifier -15%		9887			-4,638
Designated Medical Provider 2.5%		9874			-773
Certified Risk Management 5%		9883			-1,276
Premium Discount 8.7%		0063			-2,108
Terrorism 0.6%		9740			287
Catastrophe (other than Terrorism) 1%		9741			478
Expense Constant		0900			200
Total CO Premium					23,091
Total CO Cost					23,091

TOTAL ESTIMATED ANNUAL PREMIUM 23,091**STATE ASSESSMENT 0****TOTAL COST 23,091**

Security National Insurance Company

WC 99 00 01 B
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Sewall Child Development Center Inc

Policy Number: SWC1487529

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	4/30/2024	Downpayment	\$2,310.00
	5/30/2024	Installment 1 of 9	\$2,309.00
	6/30/2024	Installment 2 of 9	\$2,309.00
	7/30/2024	Installment 3 of 9	\$2,309.00
	8/30/2024	Installment 4 of 9	\$2,309.00
	9/30/2024	Installment 5 of 9	\$2,309.00
	10/30/2024	Installment 6 of 9	\$2,309.00
	11/30/2024	Installment 7 of 9	\$2,309.00
	12/30/2024	Installment 8 of 9	\$2,309.00
	1/30/2025	Installment 9 of 9	\$2,309.00
			Total Cost \$23,091.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE

OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR

YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 04
(Ed. 04-84)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

CO

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 06
(Ed. 8-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule				
1. State	Estimated Eligible Premium			
	First	Next	Next	
	\$5,000	\$100,000	\$500,000	Balance
Colorado	0%	10.9%	12.6%	14.4%
2. Average Percentage Discount: 8.7%				
3. Other policies:				
4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:				

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14 A
(Ed. 01-19)

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WC 00 04 14 A
(Ed. 01-19)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19 A
(Ed. 08-2022)

Part Five-Premium Amendatory Endorsement

This endorsement amends Part Five-Premium of the policy as follows:

Part Five-Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

- 1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
- 2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
- 3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
- 4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five-Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WC 00 04 19 A
(Ed. 08-2022)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
(Ed. 08-2022 Countrywide, Ed. 07-2022 in Texas)

WC 00 04 21 F

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
CO	0.010	\$478.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 22 C**
(Ed. 01-21)**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act Of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- c. States missions or certain air carriers or vessels.
The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- d. States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 22 C
(Ed. 01-21)

Schedule		
State	Rate	Premium
CO	0.006	\$287.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WC 00 04 22 C
(Ed. 01-21)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 24
(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule		
States(s)	Estimated Annual Premium Amount	Maximum Audit Noncompliance Charge Multiplier
CO	\$22,126	2X

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WC 00 04 24
(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 25
(Ed. 5-17)

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 06 03
(Ed. 2-91)

BENEFITS DEDUCTIBLE ENDORSEMENT

- This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A. of the Information Page.
1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.
 2. This deductible applies separately to each claim for bodily injury by accident or disease.
 3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.
 4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.
 5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

Schedule

State	Indemnity and Medical Deductible Amount	Medical Deductible Amount	Indemnity Deductible Amount
CO	\$1,000		

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 05 04 02
(Ed. 11-1990)

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 05 04 03
(Ed. 3-93)

COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT

This endorsement applies to Part One (Workers Compensation Insurance) because Colorado is listed in Item 3.A. of the Information Page.

The Colorado Workers Compensation Cost Containment Board has determined that a premium differential shall be provided on all policies when you have selected a designated medical provider

If you qualify for experience and/or schedule rating and you have implemented a certified workers compensation risk management program or service, we must allow a 5% premium credit if your loss experience has improved since your last renewal date. The Schedule below will indicate if you qualify for this credit.

If you do not qualify for experience and/or schedule rating on your workers compensation insurance and you have implemented a certified workers compensation risk management program or service, we must offer premium credits as follows:

Premium Credit	Credit Criteria
10%	If you have been loss free for at least the last year immediately preceding the effective date of the premium credit.
8%	If you have had one medical loss exceeding \$250 in the last year immediately preceding the effective date of the premium credit.
6%	If you have had two medical losses, each exceeding \$250, within the last year immediately preceding the effective date of the premium credit.
4%	If you have had three medical losses, each exceeding \$250, within the last year immediately preceding the effective date of the premium credit.
2%	If you have had three medical losses, each exceeding \$250, and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.
0%	If you have had more than three medical losses and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.

If you have selected a designated medical provider, we must allow a credit of 2.5%. If you are eligible for schedule rating, the 2.5% credit must be included in the total schedule credit or debit, subject to the 25% maximum limitation.

If you are not eligible for experience or schedule rating, the 2.5% credit will be applied, in addition to the premium credit applicable. The combined premium credit and the 2.5% credit for selection of a designated medical provider shall not exceed 12.5%.

Schedule

% Premium Credit	Certified Risk Management Program/Designated Medical Provider
5%	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/30/2024	Policy No.	SWC1487529	Endorsement No.	0
Insured	Sewall Child Development Center Inc			Premium \$	23,091
Insurance Company	Security National Insurance Company				

Countersigned by _____

Security National Insurance Company

IMPORTANT NOTICE
SMALL DEDUCTIBLE ELECTION FORM

POLICY NUMBER	POLICY PERIOD
SWC1487529	FROM: 4/30/2024 TO: 4/30/2025

INSURED

Sewall Child Development Center In

Colorado law permits an employer to purchase workers’ compensation insurance with a deductible. The deductible is applicable to medical and indemnity benefits and applies to each claim. The deductibles available are as follows:

DEDUCTIBLE AMOUNT EACH CLAIM

- ☐ \$500
- ☐ \$1,000
- ☐ \$1,500
- ☐ \$2,000
- ☐ \$2,500
- ☐ \$5,000

You are not required to select a deductible. However, if you choose to exercise this option, you may choose only one deductible amount. It is to be understood that we will pay the deductible amount for you and that you must reimburse us for any deductible amounts paid. Non-reimbursement of the deductible(s) will result in cancellation of your policy.

Please check the option you have elected and return this form to us as soon as possible.

- ☐ No, I do not want the deductible described in this Notice.
- ☐ Yes, I want the deductible checked above to apply to medical and indemnity benefits under the Colorado Workers’ Compensation Law. I understand that the Company shall pay the deductible amount and be reimbursed by the employer shown above.

If you fail to respond promptly to the Company, it will be construed to mean you have not elected the small deductible option.

If you have any questions, please contact your agent or broker.

INSURED’S SIGNATURE AND TITLE	DATE
Policyholder Notice	CO-SDEF 01 (0607)

Exhibit D_Timeline and Implementation**TIMELINE OF ACTIVITIES (limited to three pages)**

Add additional rows as needed. Remember to include program planning, implementation, management, and data collection/evaluation activities.

Key Activity/Metric <i>You may want to connect activities to program goals, objectives, and budget line items</i>	Location <i>Where the activity will take place</i>	Staff <i>Persons/ Agency responsible</i>	Partnerships <i>Any partnerships involved in or leading the activity</i>	Year 1 2024-2025				Year 2 2025-2026				Year 3 2026-2027			
				Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July	Q1 Aug-Oct	Q2 Nov-Jan	Q3 Feb-Apr	Q4 May-July
1.To develop program expansion and implementation plan for Laradon and Ruben Valdez (RV)	Laradon and RV	R. Chavez / Food Program Manager	Potential partners; SustainEd Farms, Little Angels and others relevant to community	X				X				X			
2.Teacher Training for at least 60 staff.	All program sites	R. Chavez / Food Program Manager	SustainEd Farms &	X		X		X		X		X		X	
3. Conduct pre-program surveys	All program sites	R. Chave													
4.Implement Classroom Activities Activities, supplies and gardening kits at each site will be purchased meeting the design-needs, at each Building and Sustaining Garden at The Zone: Two sites where gardens need to	All program sites	R. Chavez / Food Program Manager	Site based partners as appropriate	X	X			X	X				X		

Exhibit D_Timeline and Implementation

<p>be built for preschoolers and families.</p> <p>Educational activities and classes may include topics such as Gardening, Farm to Table, Nutritional Meal Planning and Shopping, Food Budgeting, and Including Children When Cooking.</p>															
<p><i>5. Distribute food to children in classrooms and families in boxes</i> Sewall provides healthy breakfast, lunch, and snacks to children at the Dahlia Campus and The Zone for 315 children.</p>	<i>All program sites</i>	<i>R. Chavez / Food Program Manager ; site-based cooks and food distributors</i>	<i>Cooks, City Harvest, Food Bank of the Rockies, and others as appropriate</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<p><i>6. Begin planting with children and families; move to outside and harvest</i></p>	<i>All program sites</i>	<i>R. Chavez</i>	<i>SustainEd Farms</i>			<i>X</i>	<i>X</i>			<i>X</i>	<i>X</i>			<i>X</i>	<i>X</i>
<p><i>7. Host Family Cooking Activities</i></p>	<i>Each food distribution location (Laradon, RV, Fillmore, Dahlia, and the Zone)</i>	<i>R. Chavez / Food Program Manager And family liaisons</i>	<i>SustainEd Farms and Site based partners as appropriate</i>			<i>X</i>				<i>X</i>				<i>X</i>	

Exhibit D_Timeline and Implementation

<i>8.Ongoing management, training, and coaching</i>	<i>All program sites</i>	<i>R. Chavez / Food Program Manager</i>	<i>Sewall with input from other partners</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>9.Year end survey, data collection and evaluation</i>	<i>All program sites</i>	<i>R. Chavez And Aurora Research Institute</i>	<i>Sewall and related partners at each site</i>			<i>X</i>	<i>X</i>			<i>X</i>	<i>X</i>			<i>X</i>	<i>X</i>

Exhibit E
Denver Department of Public Health and Environment - Healthy Food for Denver's Kids

Invoice #		Organization Name	Sewall Child Development Center
Date Invoice is sent to HFDK		Invoice Period	
PRJ number		Final Invoice Amount	\$ -
Payment Option	ACH	Payment Terms	Immediate
		Grantee Waives Prompt Pay	

To:		From:	Sewall Child Development Center
Program:	Healthy Food for Denver's Kids	Contact Name:	
HFDK Contact:	Jessica Murison	Remit Address:	
Address:	101 W Colfax		
City:	Denver	City:	
State:	CO	State:	
Zip Code:	80202	Zip Code:	
Telephone:	720-865-5421	Telephone:	
Email:	HFDKinvoices@denvergov.org	Email:	

Expenditure					Total Amount
Budget Categories					
Food and Supplies					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total Spent
Breakfast, snacks and lunch at 5 locations (to include food boxes)	Non reimbursed portions of breakfast, snack, and lunch not reimburse by other sources. Includes expanding to 75 children at Laradon and RV.	315	\$ 238.00	\$75,000.00	
Food Boxes and Food pantry	Multi-cultural food pantry including food boxes for monthly family meetings	710	\$ 35.21	\$25,000.00	
Total Food and Supplies				\$100,000.00	\$ -
Operating Expenses					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Sustainable Garden & Programming	Nutrition and sustainable garden consultant and upkeep of gardens			\$15,000.00	
Teacher Training	Teacer trainings at Professional Development Day			\$2,250.00	
Educational Supplies	Experiential educational supplies for each site			\$3,500.00	
Delivery Van	Insurance for van			\$2,500.00	
Total Operating Expenses				\$23,250.00	\$ -
Salary Employees					
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Food Program Manager	Food program manager, oversee all aspects of implementaion and management for the food equity program.			\$65,786.00	
VP of Programs	Oversight and management of committee and scope of work			\$9,574.00	
Teacher Liasion	Teacher assistant for each site			32,200	
Hourly Personnel					
Position Title	Description of Work	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Cook	Prepare food for Sewall students			\$15,000.00	
Kitchen Assistant	Kitchen assistant to assist with food preparation and distribution			\$18,300.00	
Food Distributor	Assist with food distribution and deliveries and pickup's.			\$15,500.00	
Total Personnel Services				\$156,360.00	\$ -
Other/Miscellaneous					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Total Operating Expenses				\$0.00	\$ -
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$279,610.00	
Indirect					
Item	Description			Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total Spent
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.			\$27,961.00	
Evaluation	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 contractor, data/evaluation software, attending conferences/PD for evaluation learning)			\$30,757.10	
TOTAL INDIRECT COSTS					
Total Expense for this Invoice					\$ -

Billing Summary	
Total Contract Amount	\$338,328.10
Total Spent with Documentation	
Budget Amount Remaining	\$ 338,328.10

<input type="checkbox"/>	This grantee agrees that the persons served on this grant are City and County of Denver residents, and/or have, to the best of their ability, ensure that the primary beneficiaries are City and County of Denver residents.
<input type="checkbox"/>	This grantee agrees that, to the best of their ability, preferentially procured food from Colorado farms, ranches and food manufacturing businesses, so long as they are less than 10% more expensive than comparable out of state foods.

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

DETAILED BACKUP INFORMATION						
Food and Supplies						
Line Item Name from Budget Template	Item	Description of Item	Quantity	Per Item Cost	TOTAL	Receipt Included? Y/N
Food and Supplies	Apples	food box items	24	N/A (Came in a box with multiple items)	\$ 500.00	Y

EXAMPLE