

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **FOCUS POINTS FAMILY RESOURCE CENTER**, a Colorado nonprofit company whose address is 2501 East 48th Avenue, Denver, Colorado, 80216 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated October 13, 2022 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records, rescind paragraph 19-No Employment of Workers without Authorization, add paragraph 35-Compliance with Denver Wage Laws, amend the scope of work exhibit, amend the budget exhibit, and amend the invoice form exhibit.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **August 1, 2022** and will expire on **July 31, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$722,782.50)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

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

"**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276."

4. Section 19 of the Agreement entitled "**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"**19. [RESCINDED.]**"

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

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

6. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-Amendment01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-Amendment01**.

7. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-Amendment01, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-Amendment01**.

8. **Exhibit E** is hereby deleted in its entirety and replaced with **Exhibit E-Amendment01, Invoice Form**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit E** are changed to **Exhibit E-Amendment01**.

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

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

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

**Contract Control Number:** ENVHL-202474400-01/ ENVHL-202263674 -01  
**Contractor Name:** FOCUS POINTS FAMILY RESOURCE CENTER

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202474400-01/ENVHL-202263674 -01  
FOCUS POINTS FAMILY RESOURCE CENTER

DocuSigned by:  
*Jules Kelty*  
5CBFD2C434D7461...

By: \_\_\_\_\_

Jules Kelty

Name: \_\_\_\_\_  
(please print)

Title: Executive Director  
\_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# EXHIBIT A Amendment 01

## 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 Focus Points Family Resource Center (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.

Focus Points Family Resource Center has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$430,296.90** for Term 1 (August 1, 2022 – July 31, 2024)
- **\$292,485.60** for Term 2 (August 1, 2024-July 31, 2025)
- Cumulative Maximum Contract Amount: **\$722,782.50**

### II. Program Services and Descriptions

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

Focus Points' Huerta Urbana program provides fresh, healthy produce and foodstuffs to Denver families with children ages 2-5 years old. Focus Points is in Denver's Elyria-Swansea community. Food is grown on Focus Points' on-site urban farm, which also operates as a social enterprise that provides workforce readiness to community members interested in working in the local agriculture sector. Food is provided to participant families of Focus Points' early childhood education programs and is also distributed through our pay-what-you-can Farmers' Market. The Farmers' Market is also on-site and engages other local producers and vendors from the community. and resources for parents on how to prepare and enjoy the produce provided.

Objective	Activities	Timeline
Objective 1: Food Access	<ul style="list-style-type: none"> <li>• Focus Points’ Early Childhood Education (ECE) programs for children ages 0- 5 and Family Support Services’ (FSS) team will work with the agency’s growing second social enterprise, Huerta Urbana 2Gen Farm Incubator, to improve access to healthy foods and food-based education through Huerta Urbana’s onsite 1-acre farm and a pay-what you-can farmers market. The proposed internal program collaboration not only aligns with Healthy Food For Denver’s Kids (HFDK) primary ECE focus area, but supports the entire family unit (including older siblings) in accessing organic, culturally-relevant produce and application support for federal nutrition assistance</li> </ul>	The weekly market, located at Focus Points (2501 E. 48th Ave., Denver), will run every Friday from 2-5 pm for 22 weeks from June-October.



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### SCOPE OF WORK

	<p>programs, including SNAP (already offering) and WIC (in process).</p> <ul style="list-style-type: none"> <li>The Huerta team will work with additional program staff to pack “bounty bags” (food bags) for ECE, PAT, and HIPPY families and provide healthy snacks for ECE children when enrolled in ECE services at Focus Points building throughout the program year. ECE, PAT, and HIPPY families will also engage in urban farming education which includes harvesting, sourcing, storing, and supporting the delivery of bounty boxes. External volunteer groups, including key middle and high school partners will also support these efforts. The proposed activities and key partnerships are more thoroughly defined in section G of the proposal.</li> </ul>	
<p>Objective 2: Federal Nutrition Assistance</p>	<ul style="list-style-type: none"> <li>To support families in purchasing produce at the farmers market and accessing healthy food overall, Focus Points’ Family Support Services (FSS) department provides one on one assistance with applying for concrete supports including SNAP food benefits, health insurance coverage, and utility assistance. The in-house bilingual (Spanish/English) FSS team witnessed a 39% increase in community need for assistance with SNAP benefits, supporting 71 families in the 2021 program year. Throughout the grant term, the FSS team will continue aiding community members in applying for federal nutrition assistance programs. Providing these resources benefits community food access at large and the use of these benefits to purchase produce and other vendor goods at the farmers market starting this market season.</li> </ul>	<p>Completion by July 31, 2025 (ongoing)</p>

**A.** The following roles and/or partners will be instrumental in the success of this grant:

i. Roles

1. **Senior Manager of Social Enterprise:** A trained technician with experience in urban agriculture who ensures the delivery of the Huerta curriculum, manages relationships with program partners and oversees the financial management of the program.
2. **Huerta Urbana Program Lead Specialist:** Works closely with the Senior Manager to support planning, implementation and evaluation of the on-site urban farm and support Huerta Urbana program participants.
3. **Huerta Urbana Program Specialist II:** Supports planning and implementation of the Farmers’ Market and leads activities at the new vertical hydroponic farm site located ten minutes from Focus Points at the National Western Center.
4. **Transportation and Farm Event Coordinator:** Supports pickup and delivery of farm produce, equipment and supplies, ensuring timely and continued production and distribution of food.



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5. **Huerta Urbana Program Specialist III (Part time position):** Supports Farmers' Market implementation and distribution of Bounty Bags.
6. **Huerta Urbana program participants:** A minimum of six program participants will work closely with other Focus Points' staff in the delivery of project outcomes including the farming of fresh produce, nutrition education for families, and the implementation of the Huerta Urbana Farmers Market.
7. **Director of Program Impact:** Oversees planning and implementation of all Focus Points programs, including Huerta Urbana, Parent as Teachers (PAT), Home Instruction for Parents of Preschool Youngsters (HIPPI), Early Childhood Education (ECE) childcare, Family & Community Development services; as well as Adult Education and Digital Literacy programs.
8. **Educators for ECE, Parents as Teachers (PAT), and Home Instruction for Parents of Preschool Youngsters (HIPPI):** Staff certified in ECE, PAT, and HIPPI curricula, delivering the curricula in-home, virtually, and on-site to Spanish-speaking families with children ages 0-5.
9. **Family Support Services (FSS) staff:** Members of the FSS team build nurturing relationships with families and regularly helps family members to evaluate their growth and development. Also, the FFS Specialist assists families in identifying strengths and needs and develops individual case management plans to meet their needs.
10. **Senior Manager of Home Visitation Programs:** Provides oversight of adult education and home visitation teams, and execution of these programs to ensure fidelity, develop program strategy, and monitor successful outcomes.
11. **Marketing and Communications staff:** Focus Points' Development and Communications Director, Development and Communications Manager, and Digital Media Specialist will support marketing efforts for the Huerta Urbana Farmers Market and communication of activities promoting healthy food access for PAT, HIPPI, and ECE families. They will work with the agency's PR Contractor to conduct both grassroots and formal marketing efforts to promote the farmers market throughout GES and neighboring Denver families.
12. **Volunteers:** An ongoing list of individuals and groups, including YMCA of the Rockies, Regis Jesuit and Bruce Randolph High School students, Slow Food Denver, and East Denver Food Hub; additional group and corporate volunteers who have already volunteered and will continue to engage with the Huerta program include Guild Education and Delta Dental of Colorado.

#### ii. Partnerships

1. Focus Points partners with several other community organizations. These strong relationships will be critical in sharing information about accessing the farmers market and engaging new families and youth in Focus Points' programs and services.
2. Current partners include Tepeyac Community Health Center for health services; Mental Health Center of Denver for mental health services; The





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GrowHaus and We Don't Waste for food access; GES Coalition for housing assistance; Swansea Recreation Center; and Denver Health and CREA Results for vaccination support.

3. Specific to this proposal, Focus Points also works closely with the Denver Office of Economic Development, Denver Early Childhood Council, Early Childhood Partnership of Adams County, and the Office of Early Childhood. The Huerta program has built relationships with Colorado State University, National Western Center, Centura Health (now Common Spirit), and FarmBox Foods. These entities have all supported the growth of Focus Points' ECE and Huerta programs.
4. The Huerta Urbana Farmers Market brings together vendors with shared values around accessibility and affordability of fresh local food. Vendors include, East Denver Food Hub, Compost Colorado, Comal Heritage Food Incubator, Metro Caring, SAME Café, art by Mayra Aviña, locally grown flower arrangements by S&D Creations (a Huerta program graduate), and the City of Denver's Office on Aging's resource van. The blend of vendors providing prepared food, art, information, and produce at the farmers market promote a vital resource to community, and the Huerta team will continue to expand the breadth of vendors by adding 3-5 new vendors this season.

B. **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"/>
Baker	<input type="checkbox"/>
Barnum	<input type="checkbox"/>
Barnum West	<input type="checkbox"/>
Belcaro	<input type="checkbox"/>
Chaffee Park	<input type="checkbox"/>
Clayton	<input type="checkbox"/>
Cole	<input checked="" type="checkbox"/>
College View	<input type="checkbox"/>
Cory-Merril	<input type="checkbox"/>
East Colfax	<input type="checkbox"/>
Elyria Swansea	<input checked="" type="checkbox"/>
Five Points	<input checked="" type="checkbox"/>
Gateway-Green Valley Ranch	<input type="checkbox"/>
Globeville	<input checked="" type="checkbox"/>
Goldsmith	<input type="checkbox"/>
Harvey Park	<input type="checkbox"/>
Harvey Park South	<input type="checkbox"/>



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Kennedy	<input type="checkbox"/>
Lincoln Park	<input type="checkbox"/>
Mar Lee	<input type="checkbox"/>
Montbello	<input type="checkbox"/>
North Park Hill	<input checked="" type="checkbox"/>
Northeast Park Hill	<input checked="" type="checkbox"/>
Platt Park	<input type="checkbox"/>
Ruby Hill	<input type="checkbox"/>
Sun Valley	<input type="checkbox"/>
Sunnyside	<input type="checkbox"/>
University	<input type="checkbox"/>
Valverde	<input type="checkbox"/>
Villa Park	<input type="checkbox"/>
Washington Park	<input type="checkbox"/>
Washington Park West	<input type="checkbox"/>
Washington Virginia Vale	<input type="checkbox"/>
Westwood	<input type="checkbox"/>
Whittier	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>

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

Site	Address
Focus Points Family Resource Center Market	2501 E. 48th Avenue, Denver, CO

### 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 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.



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

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

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

## **IV. Performance Management and Reporting**

### **A. Performance Management**

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

The Provider will be reviewed for:

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

### **B. Reporting**

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

**Focus Points Family Resource Center will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education and Food/Nutrition Assistance, and Food Production.**

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.



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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: 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

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



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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

A sample of the HFDK invoice template is attached as **Exhibit E**.

#### VII. **Payments**

- A. A complete invoice package shall be completed and submitted to the [HFDKinvoices@denvergov.org](mailto: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



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foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

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

**Additionally, programs must:**

- A. Encourage consumption of a variety of culturally responsive foods with high nutrient content: vegetables, fruits, whole grain, lean protein and low-fat dairy
- B. It is encouraged to serve as many of the items fresh and/or simply prepared as possible, as opposed to ultra-processed foods.
- C. **NOT use HFDK funds to purchase any of the following items:**
  - i. All diet or regular sodas and sports/energy drinks
  - ii. Flavored/added sugar milk
  - iii. Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
  - iv. Candy
  - v. Sweet desserts and snacks like cakes, pastries, cupcakes, pies and brownies
  - vi. Sweet breakfast foods (e.g. sugary cereals, donuts, toaster pastries)
  - vii. Dairy desserts (e.g., ice cream, milkshakes)
- D. Limit the purchase and preparation of deep-fried, par fried, or flash fried foods (e.g. fried chicken, French fries, potato chips)
- E. Limit the preparation and purchase of foods with partially hydrogenated oil (Trans fat).
- F. Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- G. Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

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

- A. Ensure snacks or meals are healthy by meeting, at minimum, the Healthy Food for Denver’s Kids Nutrition Guidelines.
- B. Attend evaluation and other capacity building workshops. Providers are highly encouraged to attend trainings offered 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.



**DENVER**  
THE MILE HIGH CITY

## **EXHIBIT A\_Amendment 01**

### **SCOPE OF WORK**

#### **IX. Other**

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

### Exhibit B Amendment 01

Instructions: Use this Budget Worksheet Template to explain how your organization plans to use funds consistently with the proposed work plan. Align budget requests and associated deliverables to provide a consistent, logical picture of what you will accomplish, by whom, and the associated costs. The information in each expenditure category helps the Review Panel understand your request. Please provide narrative for each category in the "Description of Work/Item" section. You may add more lines to each section, please

Healthy Food for Denver's Kids Program Budget					
Organization Name					
Term	Year 3				
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK03)				
Budget Categories					
Food and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
ECE snack ingredients	Ingredients for healthy ECE child snacks, to meet Child and Adult Care Food Program (CACFP) nutrition standards for children 2-5 years old. \$25/week X 45 program weeks = \$1,124.	Yes	25	\$ 45.00	\$1,125.00
Food safety supplies	Compostable and reusable bags for produce packing, and gloves for food safety, twist ties, clamshells, sanitation materials, etc.	Yes	1,500	\$ 2.00	\$3,000.00
Seeds, seedlings	Seeds and seedlings needed to grow food on site	Yes	5,000	\$ 3.00	\$15,000.00
Partner purchased food for bounty boxes: meat, milk, rice, etc	Items needed in compliance with CACFP standards for 20 weeks of farmers market bounty boxes (150 kids, 20 weeks X \$11 per child)	Yes	3,000	\$ 11.13	\$33,387.00
Focus Points farm-grown produce for bounty bags	Including fruits, vegetables, and grains, in support of compliance with CACFP standards (150 kids, 20 weeks x \$15 per child)	Yes	3,000	\$ 15.00	\$45,000.00
<b>Total Food and Supplies</b>					<b>\$97,512.00</b>
Program Operating Expenses					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Transportation	Maintain vehicle and provide fuel for transportation of staff to pick up produce and materials + transport food from other sites, \$625/month	Yes	12	\$ 625.00	\$7,500.00
Meeting Expenses	Healthy snacks, beverages and materials for planning and evaluation meetings for staff, volunteers and program participants, \$100/month	Yes	12	\$ 100.00	\$1,200.00
Marketing	Banners, signs, posters, flyers, social media and radio ads (June-September)	Yes	4	\$ 2,250.00	\$9,000.00
Utilities	Electricity and Water for fridge and produce, \$416.67/month	Yes	12	\$ 416.67	\$5,000.00
Storage	Monthly Storage Unit to hold supplies and equipment	Yes	12	\$ 307.00	\$3,684.00
Infrastructure supplies	Drip tank emitters, farm fencing, trellises, cattle panels, etc.	Yes	12	\$ 500.00	\$6,000.00
<b>Total Operating Expenses</b>					<b>\$32,384.00</b>
Personnel and Administrative Services					
Salary Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Program Impact Director	Oversee managers across departments, oversee data collection/analysis, assist with partnership maintenance	Yes	5%	\$ 93,192.00	\$5,000.00
Social Enterprise Senior Manager	Manages and coordinates all grant activities, including activities of program participants, staff and volunteers, coordination of partnerships, manage data collection	Yes	45%	\$ 79,355.00	\$36,000.00
Huerta Urbana Lead Specialist	Supports all urban farming planning, implementation and evaluation activities - coordinate between programs and partners	Yes	37%	\$ 53,551.00	\$20,000.00
Huerta Program Specialist II	Supports all Farmers' Market planning and activities and leads participant activities at the vertical hydroponic farm site	Yes	37%	\$ 49,122.00	\$18,000.00
Transportation and Farm Events Coordinator	Supports transportation of food and supplies between sites for production and distribution	Yes	32%	\$ 41,200.00	\$13,000.00
Huerta Program Specialist III	Part time support with Farmers' Market and Bounty Bag distribution	Yes	100%	\$ 24,000.00	\$24,000.00
Hourly Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Huerta Program Participants	Stipends for seeding, managing, harvesting and packing produce	Yes	1000	\$ 20.00	\$20,000.00
<b>Total Personnel Services</b>					<b>\$136,000.00</b>
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
					\$0.00
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>					<b>\$265,896.00</b>
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				
<b>TOTAL INDIRECT COSTS</b>					<b>\$26,589.60</b>
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>					<b>\$292,485.60</b>

**Total Contract Amount (August 1, 2022-July 31, 2025) \$722,782.50**



**Exhibit E \_Amendment 01**  
**Denver Department of Public Health and Environment - Healthy Food for Denver's Kids**

Invoice #	
Date Invoice is sent to HFDK	
Purchase Order / Contract #	PO-00122338
Payment Option	ACH

Organization Name	Focus Points Family Resource Center
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate
Grantee Waives Prompt Pay	

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

From:	Focus Points Family Resource Center
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure				Total Amount	
Budget Categories					
Food and Supplies					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from HFDK	Total For this invoice
ECE snack ingredients	Ingredients for healthy ECE child snacks, to meet Child and Adult Care Food Program (CACFP) nutrition standards for children 2-5 years old. \$25/week X 45 program weeks = \$1,124.	25	\$ 45.00	\$1,125.00	
Food safety supplies	Compostable and reusable bags for produce packing, and gloves for food safety, twist ties, clamshells, sanitation materials, etc.	1,500	\$ 2.00	\$3,000.00	
Seeds, seedlings	Seeds and seedlings needed to grow food on site	5,000	\$ 3.00	\$15,000.00	
Partner purchased food for bounty boxes: meat, milk, rice, etc	Items needed in compliance with CACFP standards for 20 weeks of farmers market bounty boxes (150 kids, 20 weeks X \$11 per child)	3,000	\$ 11.13	\$33,387.00	
Focus Points farm-grown produce for bounty bags	Including fruits, vegetables, and grains, in support of compliance with CACFP standards (150 kids, 20 weeks x \$15 per child)	3,000	\$ 15.00	\$45,000.00	
<b>Total Food and Supplies</b>				<b>\$97,512.00</b>	<b>\$ -</b>
Program Operating Expenses					
Item	Description of Item	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative	Total For this invoice
Transportation	Maintain vehicle and provide fuel for transportation of staff to pick up produce and materials + transport food from other sites, \$625/month	12	\$ 625.00	\$7,500.00	
Meeting Expenses	Healthy snacks, beverages and materials for planning and evaluation meetings for staff, volunteers and program participants, \$100/month	12	\$ 100.00	\$1,200.00	

Marketing	Banners, signs, posters, flyers, social media and radio ads (June-September)	4	\$ 2,250.00	\$9,000.00	
Utilities	Electricity and Water for fridge and produce, \$416.67/month	12	\$ 416.67	\$5,000.00	
Storage	Monthly Storage Unit to hold supplies and equipment	12	\$ 307.00	\$3,684.00	
Infrastructure supplies	Drip tank emitters, farm fencing, trellises, cattle panels, etc.	12	\$ 500.00	\$6,000.00	
<b>Total Operating Expenses</b>				<b>\$32,384.00</b>	\$ -
<b>Salary Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Percent of Time</b>	<b>Salary + Fringe Benefits</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>	<b>Total For this invoice</b>
Program Impact Director	Oversee managers across departments, oversee data collection/analysis, assist with partnership maintenance	5%	\$ 93,192.00	\$5,000.00	
Social Enterprise Senior Manager	Manages and coordinates all grant activities, including activities of program participants, staff and volunteers, coordination of partnerships, manage data collection	45%	\$ 79,355.00	\$36,000.00	
Huerta Urbana Lead Specialist	Supports all urban farming planning, implementation and evaluation activities - coordinate between programs and partners	37%	\$ 53,551.00	\$20,000.00	
Huerta Program Specialist II	Supports all Farmers' Market planning and activities and leads participant activities at the vertical hydroponic farm site	37%	\$ 49,122.00	\$18,000.00	
Transportation and Farm Events Coordinator	Supports transportation of food and supplies between sites for production and distribution	32%	\$ 41,200.00	\$13,000.00	
Huerta Program Specialist III	Part time support with Farmers' Market and Bounty Bag distribution	100%	\$ 24,000.00	\$24,000.00	
<b>Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>	<b>Total For this invoice</b>
Huerta Program Participants	Stipends for seeding, managing, harvesting and packing produce	1000	\$ 20.00	\$20,000.00	
<b>Total Personnel Services</b>				<b>\$136,000.00</b>	\$ -
<b>Other / Miscellaneous</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>	<b>Total For this invoice</b>
<b>Total Other</b>				<b>\$0.00</b>	\$ -
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, Other)</b>				<b>\$265,896.00</b>	
<b>Indirect</b>					
<b>Item</b>	<b>Description</b>			<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>	<b>Total For this invoice</b>
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.			\$26,589.60	
<b>TOTAL INDIRECT COSTS</b>				<b>\$26,589.60</b>	

<b>Total Expense for this Invoice</b>	\$ -
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Billing Summary	
Total Contract Amount for Year 1	\$292,485.60
Advanced Funds Invoiced (if applicable)	N/A
Cumulative Amount Previously Invoiced	
Amount of this Invoice	\$ -
Total Invoiced to Date	\$ -
Budget Amount Remaining	\$292,485.60

<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/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*

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Print Name, Title	Date
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