

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ViVe**, a Colorado nonprofit corporation, whose address is 1620 East 36th Avenue, Denver, Colorado 80205 (the “Contractor” or “Provider”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated September 26, 2023 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records and Audits, update paragraph 18-Notices, add paragraph 34-Compliance with Denver Wage Laws, amend the scope of work exhibit, and amend the budget exhibit.

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

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

“**3. TERM:** The Agreement will commence on **August 1, 2023**, and will expire on **December 31, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

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

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION FIVE HUNDRED FIFTY-**

ONE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND FIFTY CENTS (\$4,551,618.50) (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 AND AUDITS:**” is hereby deleted in its entirety and replaced with:

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

4. Section 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
201 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

5. Section 34 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“**34. 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-Amendment 01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-Amendment 01**.

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

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

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

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202581533-01| ENVHL-202368714-01
Contractor Name: VIVE

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: _____

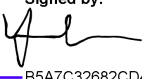
By: _____

Contract Control Number:
Contractor Name:

ENVHL-202581533-01| ENVHL-202368714-01
VIVE

By: _____

Signed by:



B5A7C32682CD4BD...

Name: _____

Yoli Casas

(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 Vive (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.

Vive has been awarded the following amounts in Healthy Food for Denver’s Kids funds:

- **\$2,901,079.00** for Term 1 (August 1, 2023 – December 31, 2025)
- **\$1,650,539.50** for Term 2 (January 1, 2026-December 31, 2027)
- **\$200,000** for Emergency Food Funds (January 1, 2026- December 31, 2026)
- Cumulative Maximum Contract Amount: **\$4,551,618.50**

II. Program Services and Descriptions

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

Priority Area 1. Nutritious Food Access and Security

SustainEd and TUF Food Production

Service Model: Expansion of current grant activities; Year-round during growing season supported by a mix of paid SustainEd and TUF staff and volunteers.

Culturally Responsive Approach: In previous years, TUF has grown specific varieties of corn, peppers, herbs, and more, directly informed by VIVE community’s feedback and input. TUF’s crop plan (i.e., the vegetables & varieties of produce grown for distribution) will continue to be informed by preferences of the end recipients to ensure it is culturally responsive. SustainEd Farms culturally Responsive Approach: Based on foods included in DPS cafeterias and specific crops and vegetables that students and families have voiced a desire for, SustainEd Farms will decide what fruits and vegetables to plant in the school gardens.

VIVE partners SustainEd and TUF will continue access to locally grown produce through TUF’s urban farm and the school gardens maintained by SustainEd. VIVE partner TUF will expand access to locally grown produce through TUF’s urban farm. TUF will commit to growing and providing 3,250 lbs. (50% of annual produce) to VIVE’s families through their no cost to food delivery model.

VIVE will continue to engage with new partner SustainEd Farms and expand access to locally grown produce through the school gardens they maintain and program with. VIVE will continue to engage partner SustainEd Farms, to further deepen relationships with partner schools in the neighborhoods where VIVE already provides programming. HFDK grant funding would allow us to provide more programming and summer maintenance of the following school gardens: Whittier (Bruce Randolph, Manual), and Westwood (Eggleton). This approach



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involves hearing input from the school community about what specific crops to plant so that students can grow and harvest familiar foods. Food grown on these partner school garden sites, as well as VIVE's garden site in Globeville, will be harvested weekly throughout the growing season and added to VIVE's food distribution bags and distributed directly to students and the community through neighborhood and school-based pantries.

VIVE Food Box Delivery

Service Model: Expansion of current grant activities; Year-round weekly delivery of food bags/boxes to children and their families supported by paid VIVE staff.

Culturally Responsive Approach: VIVE regularly connects with each family to identify their food preferences for the food bags/boxes. During the community listening session, families shared their favorite foods and appreciated that VIVE is able to tailor items based on family preferences. VIVE has expanded their model to bring different kinds of vegetables and fruits available for the day and have families and children choose their preferred produce to go in their healthy foods grocery bag/box.

VIVE will continue to procure food, assemble food bags/boxes, and deliver these culturally responsive food bags/boxes to children and youth (from 0 to 17 years old) who are food insecure in Denver's low-income neighborhoods. This includes Cole, Montbello, Swansea, Globeville, Ruby Hill, Westwood, Hampden Heights and southeast neighborhoods, all which are considered a food desert, especially limited access to affordable, healthy, and fresh food options. VIVE will serve 1925 children with an estimated 700 families by distributing a total of 1500 monthly healthy food bags/boxes so that each family receives two deliveries each month. VIVE has a communications system in place so that families are alerted when to expect deliveries and they are able to change delivery location and tailor items in their food bags/boxes (e.g., replacing regular milk with almond milk). VIVE food bags/boxes typically include fresh fruits and vegetables, milk, protein (rotating between fish, chicken, pork and sometimes beef), legumes, whole grains, cheese, tortillas or harina pan. We are serving two different communities; therefore, we tailor to each of the cultural foods and needs. We have had 21 routes for the last 4 years, we will be adapting to 10-11 routes because of the budget cut. However, since we have been delivering at local schools, churches and apartment complexes, we will be able to do the work with less staff (also budget cut results). We will maintain 2 door to door delivery routes as we have families who have no transportation or no other way to access these resources – services.

VIVE Serving Healthy Meals and Snacks

Service Model: Maintain current grant activities; Year-round serving of healthy meals and snacks supported by paid VIVE staff.

Culturally Responsive Approach: VIVE's staff will make efforts to source from local producers to prepare the snacks and meals. They will get feedback from children, youth, and families to ensure they are receiving healthy foods that are culturally responsive and well received.

VIVE will provide healthy and cultural appropriate snacks to all OST school and summer program participants. VIVE will serve 1,800 children at VIVE and across 6 programming sites



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(Montbello Recreation Center, Rudi Rec Center, Glenarm Recreation Center, Westwood Park, Argo Park, and Whittier ECE-8th grade. Vive will distribute an estimated 3,000 snacks each month during the school year and 1,800 snacks prepared by VIVE and hand out 9600 meals and snacks through a summer program.

In addition to providing snacks to children participating in the physical activity and food education programming, VIVE will be getting their ECE childcare license in order to offer free childcare for underserved families where the parents need to find a safe place to leave their 4- and 5-year-old in order to work. We will be serving 16 children in the childcare program. VIVE will provide healthy meals and snacks.

Priority Area 2. Increasing participation in Federal Nutrition Assistance Programs

Service Model: VIVE will provide information – fliers and referrals to partner organizations that are doing SNAP enrollment and/or re-certification.

VIVE's Healthy food navigators will coordinate the connection and a warm hand off between VIVE's participants who qualify for SNAP to partner organizations who are focusing on SNAP enrollment.

Emergency Food Assistance: Provider will use emergency funds to scale up food distribution efforts to Denver youth and their families in response to changes to federal food assistance programs. This may include serving additional families (especially those losing access to programs like SNAP and WIC), purchasing additional healthy food and directly related costs, extending service hours, increasing service frequency, expanding service or delivery areas, and/or establishing new partnerships. Provider will prioritize fresh, healthy food that meets HFDK nutritional guidelines, is culturally responsive, and distributed in an equitable and accessible way.

Priority Area 3. Food and Nutrition Education

Service Model: Continuation of current grant activities; Year-round educational activities provided by paid staff at Metro Caring, SustainEd Farms, and TUF

Culturally Responsive Approach: The educational programming offered at TUF and SustainEd Farms will be tailored and provided by bilingual instructors (English & Spanish) or with the assistance of an interpreter to ensure language justice.

TUF Agricultural Education

Service Model: Expansion of current grant activities; Educational activities will be made available and provided by paid staff at TUF for Vive Wellness' community.

Culturally Responsive Approach: The educational programming offered at TUF will be tailored and provided by bilingual instructors as necessary (English & Spanish) or with the assistance of an interpreter to ensure language justice. The agricultural education classes offered by TUF will prioritize culturally appropriate food production methodologies and leverage the opportunity to celebrate and teach cultural diversity through food-based programming.



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Continuous Partnership with SustainEd

Service Model: Expansion of current grant activities; Year-round educational activities provided by paid staff at SustainEd Farms.

Culturally Responsive Approach: The educational programming offered at SustainEd Farms will be tailored and provided by bilingual instructors (English & Spanish).

SustainEd Farms will work with students, teachers, and community members to continue to build out additional curriculum and programming that fits the needs and vision of each individual school. SustainEd Farms will support continued nutrition education and gardening education curriculum to teach children and youth how to plant, maintain, harvest, and consume garden produce. This will be offered to all students enrolled at the schools listed above. Additionally, this grant extension would allow SustainEd Farms to continue to provide garden programming at VIVE's summer programming across the city through hands-on experiential instruction in neighborhood gardens.

VIVE Continued partnership with Metro Caring: Metro Caring will continue to offer "Kidz in the Kitchen" program in Spanish, which is an opportunity for hands-on education in nutrition, cooking, home economics, kitchen gardening, and healthy eating. The program offers a community-initiated gathering with healthy food and intergenerational learning at its center. There will be at least 4 cohorts (each 4 weeks long) offered through the year.

The following partners will be instrumental in the success of this grant:

VIVE is thrilled to establish partnerships with several community-driven and mission aligned organizations that are serving low-income families living in the same geographic neighborhoods in Denver.

History of working together:

VIVE has a history of working with all partners. Vive has navigated these partnerships well and have managed to develop successful relationships that are positive, efficient, and collaborative. VIVE's HFDK Director will serve as the point of contact for all partners and will be proactive in terms of managing any issues and identifying potential pitfalls. Vive will set up monthly meetings though we have learned to be in constant communication in the field and out of the field, and pivot and adjust when necessary. Vive looks forward to continuing our partnership to deliver more efficient programs. In working with Vive's current partners on HFDK over the last 2.5 years, VIVE has procured, assembled, and delivered 78,000 health food bags/boxes, distributed 36,900 healthy snacks, and offered 32 family-based culturally responsive nutrition education workshops to the Hispanic community.

VIVE will continue to deliver food bags/boxes to families living in the Denver neighborhoods of Cole, Elyria-Swansea, Globeville, Montbello, Ruby Hill, Westwood and Hampden; will distribute snacks/meals to children and youth participating in their OST after school and during the summer; connect children and youth to educational opportunities. Below, Vive describes the specific partnership roles and how these activities:



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TUF strives to provide the opportunity for urban youth to engage and participate in local food and agricultural systems by removing the barriers to entry. TUF delivers experiential programs in organic gardening, environmental education, and food security that provide practical and behavioral life skills for youth and young adults in Denver. Through this work, TUF’s aspiration is to foster compassion and resilience in people and inspire them to build sustainable, healthy, and equitable communities. TUF will expand access to locally grown produce through TUF’s urban farm. TUF will commit to growing and providing 3,250 lbs. (50% of annual produce) to VIVE’s families through their no cost to food delivery model.

SustainEd Farms: VIVE has a history of working with SustainEd Farms, through previous HFDK grant funding. Vive has navigated this partnership well and has managed to develop a successful relationship that is positive, efficient, and collaborative. VIVE’s HFDK Coordinator will serve as the point of contact for this partnership and will be proactive in terms of managing any issues and identifying potential pitfalls. Vive will maintain consistent communication to drive the partnership's success and pivot and adjust when necessary. Vive is looking forward to maintaining connection with SustainEd Farms as we believe this partnership is key to increasing the reach and delivering more efficient programs.

SustainEd Farms is built on sustainable farming practices, equal access to knowledge and resources, rigorous experiential instruction, and community engagement. They are a small non-profit, with 5 year-round and 7 seasonal staff members. They manage gardens on 34 Denver Public School (DPS) campuses, ranging from ECE-12, as well as 4 Sewall Child Development Centers. Additionally, they support maintenance and summer programming at Vive’s community garden site. They use a community-based approach when working with all of our partner school sites, rejecting the use of a “canned” or one-size-fits-all curriculum. Their approach to food justice means not only ensuring that students – especially those in low food access areas – are able to obtain fresh, healthy, culturally-relevant foods, but are also provided with access to education about growing food. SustainEd Farms will maintain and harvest school gardens at sites: Bruce Randolph MS & HS, Manual MS & HS, Eagleton, – and also continue to support some maintenance of VIVE’s garden in Globeville. They will also offer programming at these sites tailored to each school population and will host school planting days.

Metro Caring’s mission is to work with our community to meet people’s immediate need for nutritious and culturally relevant food while building a movement to address the root causes of hunger. Metro Caring brings five decades that we have been distributing food to our community. We have seen families grow increasingly reliant on food from our free Fresh Foods Market for years just to make ends meet. VIVE has built a partnership with Metro caring over the last 5 years, as Metro Caring occasionally supplies fresh produce if available. Metro Caring will provide staples for VIVE’s food distribution efforts and will continue the cooking classes “Kidz in the Kitchen” for VIVE families through a bilingual class at their facilities.

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

Geographical Location	Please check all that apply
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DENVER
THE MILE HIGH CITY

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Citywide	☐
Athmar Park	☐
Auraria	☐
Baker	☐
Barnum	☐
Barnum West	☐
Bear Valley	☐
Belcaro	☐
Berkeley	☐
Capitol Hill	☐
Central Business District	☐
Central Park	☐
Chaffee Park	☐
Cheesman Park	☐
Cherry Creek	☐
City Park	☐
City Park West	☐
Civic Center	☐
Clayton	☒
Cole	☒
College View - South Platte	☐
Congress Park	☐
Cory - Merrill	☐
Country Club	☐
DIA	☐
East Colfax	☐
Elyria Swansea	☒
Five Points	☒
Fort Logan	☐
Gateway - Green Valley Ranch	☐
Globeville	☒
Goldsmith	☐
Green valley Ranch	☒
Hale	☐
Hampden	☒
Hampden South	☐
Harvey Park	☐
Harvey Park South	☐
Highland	☐
Hilltop	☐
Indian Creek	☐
Jefferson Park	☐
Kennedy	☐



DENVER
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La Alma Lincoln Park	☒
Lincoln Park	☐
Lowry Field	☐
Mar Lee	☐
Marston	☐
Montbello	☒
Montclair	☐
North Capitol Hill	☐
North Park Hill	☐
Northeast Park Hill	☐
Overland	☐
Platt Park	☐
Regis	☐
Rosedale	☐
Ruby Hill	☐
Skyland	☐
Sloan Lake	☐
South Park Hill	☐
Southmoor Park	☐
Speer	☐
Sun Valley	☐
Sunnyside	☐
Union Station	☐
University	☐
University Hills	☐
University Park	☐
Valverde	☒
Villa Park	☐
Virginia Village	☐
Washington Park	☐
Washington Park West	☐
Washington Virginia Vale	☐
Wellshire	☐
Whittier	☒
West Colfax	☐
Westwood	☒

Site	Address
Vive Wellness	12175 E Albrook Dr, Denver CO 80239

B. Public Good



EXHIBIT A AMENDMENT 01

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

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

III. Evaluation, Outcome Measures and Deliverables

A. Process and Outcome Measures/Deliverables

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

Process measures are outputs of operating the agreed-upon program. These may include, for example, number of classes or events held, number of students reached, number of meals 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



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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.

Vive Wellness will be responsible for reporting on the following Sections of the Evaluation Survey; Food Access, Food/Nutrition Education, Food Production, and Food/Nutrition Assistance.

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

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15	Submitted through the Reporting Form



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Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15	Submitted through the Reporting Form
Report 3 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15	Submitted through the Reporting Form
Report 4 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15	Submitted through the Reporting Form
Report 5 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

The HFDK evaluation contractor has been contracted by the City to provide evaluation technical assistance for HFDK grantees to support grantee's participation in the macro evaluation. HFDK grantees will be supported around the development or modification of their evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation



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contractor will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

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

V. Budget

A. Budget

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

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs up to 15%

Indirect Cost Limit: The Provider's total indirect costs cannot exceed 15% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program, and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

Examples of indirect costs include: Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology

VI. Invoice

A. Invoice

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

VII. Payments



EXHIBIT A AMENDMENT 01

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- 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:**
 - 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



EXHIBIT A AMENDMENT 01

SCOPE OF WORK

- 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_Amendment 01

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

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

Healthy Food for Denver's Kids Program Budget									
Organization Name		VIVE Wellness							
Term		Year 1 (January 1, 2026-December 31, 2026)							
Request for Proposal Name		Healthy Food for Denver's Kids(HFDK04)							
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No
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		
Dairy	Milk, cheese, butter	7000	\$ 5.85	\$40,950.00	X				
Dry good - whole grains, legume	Beans, rice, pasta, bread, tortillas, harina pan	7250	\$ 3.60	\$26,100.00	X				
Protein	chicken, meat, fish, eggs	10,000	\$ 7.00	\$70,000.00	X				
Fresh Produce	assorted fresh fruit and vegetables	35,000	\$ 2.85	\$99,750.00	X				
Infant supplies	Baby formula /baby food	1100	\$ 24.00	\$26,400.00	X				
Ice	Coolers during delivery	800	\$ 2.50	\$2,000.00	X				
Total Food and Supplies				\$265,200.00					
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		
Delivery truck rental, gas, uhaul	deliver the food bags	160	\$ 225.00	\$36,000.00	X				
supplies	delivery bags, coolers, paper, ink	12	\$ 300.00	\$3,600.00	X		X		
storage	storage for equipment	12	\$ 250.00	\$3,000.00	X		X		
Total Operating Expenses				\$42,600.00					
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		
Program director	support overall program, work with evaluator, subcontractor and provide snap referrals to other organization -	20%	\$ 91,665.60	\$18,333.12	X	X	X		
Food delivery coordinator and delivery team (\$526.50 ((\$5,320) plus friget 13% 7,165.60	coordinate all of the deliveries, procurement of the produce , work directly with the early childhood and snack coordinator, be part of the delivery team and work with delivery team member. Collect surveys	80%	\$2,85.60	\$49,828.48	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		
Early childhood delivery team and snack coordinator	coordinate with all of the ECC - 0-5 families, collect and administer surveys, coordinate deliveries, be part of the delivery team, rent the truck for the deliveries.	1840.00	\$27	\$48,760.00	X	X			
snack prep and delivery team staff	procure , plan and prepare the snacks, organize the coolers for the snack delivery to all of the after school and summer programs. Also be part of the delivery team when needed.	1410	\$24	\$33,840.00	X				
Delivery team - 2 team member	Food navigators, procure the food, make the bags, deliver health food bags to the families. Work together with the early childhood coordinator and the food delivery coordinator	2700	\$25	\$67,500.00	X				
Gardening vcoordinator	prepare the VIVE garden at globeville, plant and harvest. Work together with our subcontractors who will also assist in the local garden.	150	\$25	\$3,750.00	X		X		
Total Personnel Services				\$222,011.60					
EVALAUATION									
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative	Priority Area 1	Priority Area 2	Priority Area 3		
Evaluation support	assist on data collection and evaluation	6.5	\$750,000.00	\$48,745.00	X	X	X		
Total Evaluation				\$48,745.00					
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	
Metro Caring	Kids in the kitchen staff	4 cohort / year	1	\$5,500	\$5,500			X	
Sustain Ed	Executive Director	Would support grant management, evaluation, and reporting. (Annual Salary of \$80,000 x .05 FTE x 1 year)	1	\$4,000	\$4,000			X	
Sustain Ed	Program Manager	Would support program development, management, and evaluation. Annual salary of \$62,500 x .05 FTE x 1 year	1	\$3,125	\$3,125			X	
Sustain Ed	Bilingual program coordinator	Would lead programming, and garden maintenance. Annual Salary of \$50,000 x .403 FTE x 1 year)	1	\$20,125	\$20,125	X		X	
Sustain Ed	Program Supplies	Would provide a programming supplies budget of \$500 for each garden site yearly.	1	\$2,000	\$2,000			X	
Sustain Ed	Indirect cost	.1 x total ask	1	\$3,252	\$3,252			X	
The Urban Farm	Supplies	Seeds & Plant Starts; Irrigation Supplies & Repairs; Food Safety & Distribution Supplies; Nutrient Inputs & Ammendments; Educational supplies; Growing supplies.	1	\$ 3,910.00	\$3,910.00	X			
The Urban Farm	Program Operating Expenses	Digital Marketing & Paid Media; Water/Irrigation; Electrical Freight Farm; Electrical Incubator; Co2 Tank	1	\$ 7,247.50	\$7,247.50	X		X	
The Urban Farm	Personnel	Salary: Horticultural Manager; Horticulture Assistant & Educator; Executive Director; Hourly: Horticultural Apprentice	1	\$ 26,851.00	\$26,851.00	X		X	
The Urban Farm	Indirect	10% of Allocated Budget	1	\$ 3,801.50	\$3,801.50	X			
Total Subcontractors				\$79,816.00					
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)				\$658,372.60					
Indirect									

Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
15% indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.	15% of Direct Costs
TOTAL INDIRECT COSTS		\$98,755.89
Emergency Food Assistance		
Item	Description	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Emergency Food Assistance	the federal SNAP funding freeze. Includes purchase of nutritious and culturally-responsive food that meets HFDK nutritional guidelines and directly related costs for increasing distribution capacity.	\$200,000
TOTAL EMERGENCY FUNDS		\$200,000.00
TOTAL AMOUNT REQUESTED FROM HFDK		\$957,128.49

Healthy Food for Denver's Kids Program Budget									
Organization Name	VIVE Wellness								
Term	Year 2 (January 1, 2027- December 31, 2027)								
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK04)								
Budget Categories									
Food and Supplies						Please Mark with an X each Priority Area that the line item pertains to.			Are any of the personnel 100% funded by this grant? Yes/No
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	
Dairy	Milk, cheese, butter	7000	\$ 5.85	\$40,950.00		X			
Dry good - whole grains, legume	Bears, rice, pasta, bread, tortillas, farina pan	7250	\$ 3.60	\$26,100.00		X			
Protein	chicken, meat, fish, eggs	8,000	\$ 7.00	\$56,000.00		X			
Fresh Produce	assorted fresh fruit and vegetables	34,800	\$ 2.85	\$99,180.00		X			
Infant supplies	Baby formula /baby food	625	\$ 24.00	\$15,000.00		X			
Ice	for Coolers during delivery	800	\$ 2.50	\$2,080.00		X			
Total Food and Supplies				\$239,310.00					
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	
Delivery truck rental, gas, uhaul	deliver the food bags	120	\$ 225.00	\$27,000.00		X			
supplies	delivery bags, coolers, paper, ink	12	\$150	\$1,825.00		X		X	
storage	storage for equipment	0	\$ -	\$0.00		X		X	
Total Operating Expenses				\$28,825.00					
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	
Program director	support overall program, work with evaluator, subcontractor and provide snap referrals to other organization -	20%	\$ 91,665.60	\$18,333.12		X	X	X	No
Food delivery coordinator and delivery team @\$26.50 (55,120) plus friget 13% 7,165.60	coordinate all of the deliveries, procurement of the produce , work directly with the early childhood and snack coordinator, be part of the delivery team and work with delivery team member. Collect surveys	80%	62,85.60	\$49,828.48		X		X	No
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	NO
Early childhood delivery team and snack coordinator	coordinate with all of the ECE - 0-5 families, collect and administer surveys, coordinate deliveries, be part of the delivery team, rent the truck for the deliveries.	1840.00	\$27	\$48,760.00		X	X		NO
snack prep and delivery team staff	procure , plan and prepare the snacks, organise the coolers for the snack delivery to all of the after school and summer programs. Also be part of the delivery team when needed.	1410	\$24	\$33,840.00		X			NO
Delivery team - 2 team member (2 staff)	Food navigators, procure the food, make the bags, deliver health food bags to the families. Work together with the early childhood coordinator and the food delivery coordinator	2700	\$25	\$67,500.00		X			NO
Gardening vcoordinator	prepare the VIVE garden at globeville, plant and harvest. Work together with our subcontractors who will also assist in the local garden.	150	\$25	\$3,750.00		X		X	No
Total Personnel Services				\$222,011.60					
EVALAUATION									
Item	Description	Percentage		Total Amount Requested from Healthy Food for Denver's Kids Initiative		Priority Area 1	Priority Area 2	Priority Area 3	
Evaluation support	assist on data collection and evaluation	5.5	\$600,000.00	\$33,000.00		X	X	X	
Total Evaluation				\$33,000.00					
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	
Metro Caring	Kids in the kitchen staff	4 cohort / year	1	\$5,500	\$5,500			X	
Sustain Ed	Executive Director	Would support grant management, evaluation, and reporting. (Annual Salary of \$80,000 x .05 FTE x 1 year)	1	\$4,000	\$4,000			X	
Sustain Ed	Program Manager	Would support program development, management, and evaluation. Annual salary of \$62,500 x .05 FTE x 1 year	1	\$3,125	\$3,125			X	
Sustain Ed	Bilingual program coordinator	Would lead programming, and garden maintenance. Annual Salary of \$50,000 x .403 FTE x 1 year)	1	\$20,125	\$20,125	X		X	
Sustain Ed	Program Supplies	Would provide a programming supplies budget of \$500 for each garden site yearly.	1	\$2,000	\$2,000			X	
Sustain Ed	Indirect cost	.1 x total ask	1	\$3,252	\$3,252			X	
The Urban Farm	Supplies	Seeds & Plant Starts; Irrigation Supplies & Repairs; Food Safety & Distribution Supplies; Nutrient inputs & Ammendments; Educational supplies; Growing supplies	1	\$3,910.00	\$3,910.00	X			
The Urban Farm	Program Operating Expenses	Digital Marketing & Paid Media; Water/Irrigation; Electrical Freight Farm; Electrical Incubator; Co2 Tank	1	\$ 7,247.50	\$7,247.50	X		X	
The Urban Farm	Personnel	Salary: Horticultural Manager; Horticulture Assistant & Educator; Executive Director; Hourly: Horticultural Apprentice	1	\$26,855.00	\$26,855.00	X		X	
The Urban Farm	Indirect	10% of Allocated Budget	1	\$3,801.50	\$3,801.50	X			
Total Subcontractors					\$79,816.00				
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$602,965.60				
Indirect									
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative				
35% Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a fifteen percent (15%) cap on reimbursement for indirect costs, based on the total contract budget.				15% of Direct Costs				
TOTAL INDIRECT COSTS					\$90,444.84				

TOTAL AMOUNT REQUESTED FROM HFDK		\$693,410.44	
TOTAL MAXIMUM CONTRACT AMOUNT		\$4,351,618.50	