

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 **CHANGE MATRIX LLC**, a Nevada limited liability company, doing business in Colorado, with an address of 2251 North Rampart Blvd., #365, Las Vegas, Nevada 89128 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 6, 2020, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the 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 19-No Employment of Illegal Aliens, update paragraph 22-No Discrimination in Employment, amend the scope of work, and amend the budget.

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 term of this Agreement shall commence on **April 6, 2020** and shall terminate on **October 1, 2023**, unless extended in accordance with the terms of the Agreement (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions for up to and including five (5) years from the original date of final execution by a written amendment to this Agreement.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 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 **EIGHT HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-NINE CENTS (\$841,568.59)** (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 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with

the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

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

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

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

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

8. 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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Contract Control Number: ENVHL-202263069-01 / 202053354-01
Contractor Name: CHANGE MATRIX LLC

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-202263069-01 / 202053354-01
CHANGE MATRIX LLC

By:  _____

Name: Rachele C Espiritu
(please print)

Title: Founding Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-01

Change Matrix - Year 3 Scope of Work (SOW)

A. Scope Overview

Change Matrix (“CM”) shall plan and implement evaluation of the Healthy Food for Denver’s Kids (“HFDK”) Initiative and will:

Macro Evaluation

1. Update the HFDK initiative evaluation framework so that it is comprehensive of current strategies and flexible enough to consider future strategies of the initiative;
2. Update the macro-level evaluation plan and implementation process. The evaluation plan will be reviewed and updated as needed, based on conversation with HFDK staff and Commissioners.
3. Collect and analyze data for the macro-level evaluation to include:
 - a. Grantee surveys;
 - b. Key Informant interviews;
 - c. Youth focus groups;
 - d. GIS mapping;
 - e. Analysis of secondary data; and
 - f. Youth engagement project (assuming successful contracting with a youth-serving organization).
4. Present findings to the HFDK staff and Commissioners related to the impacts, successes, and challenges of the HFDK02 and HFDK03 funded entities. The evaluation will also identify gaps and opportunities for leveraging other food systems work happening within the HFDK Commission, City and County of Denver agencies, and partner agencies. The following deliverables will be prepared:
 - a. Semi-Annual Dashboards. The evaluation team will work with HFDK staff to design a dashboard reflecting aggregate progress as reported twice a year by the grantees (through semi-annual surveys).
 - b. Annual Reports for HFDK01, HFDK02 and HFDK03 grantees. Each annual report will draw from multiple data sources (e.g., grantee surveys, key informant interviews, secondary data) and grantee-driven evaluations. The report will highlight themes related to recommendation to the Commission about funding priorities; strategic partnerships; and gaps and strengths in the food system that emerge from interviews with key informants knowledgeable of the systems serving children and youth in Denver. Drawing primarily from the grantee surveys and youth focus groups, the final report will present on the primary grantee activities and outcomes and any needs to technical assistance they identify. Examples of key outcomes will be drawn from the grantee-led evaluation results.
 - c. Community Listening Sessions. Change Matrix will contract with two existing grantees to each support 2 listening sessions—one in-person and one virtual (e.g., using Facebook Live) that are accessible in multiple languages. The grantees will conduct outreach and

EXHIBIT A-01

host the sessions, which will be used to gather feedback from community members about community needs/strengths related to food insecurity and food/nutrition education. Change Matrix will work with the grantee to develop the questions that will be used to facilitate these sessions and then analyze the themes, which will be incorporated into the final report. Community members will be compensated for their time and provided with supports to be able to attend the in-person session (e.g., food, transportation voucher)

- d. GIS Maps. Change Matrix will contract with an organization to be determined, to produce maps to be shared with Commissioners, and for inclusion on the DPHE website and the final report. For example, we might suggest mapping food distribution activities overlaid by neighborhoods with highest rates experiencing food insecurity.
- e. Additional Reporting Deliverables. Using content from the final report, Change Matrix will develop other products (up to three (e.g., executive summary, strategy 1-pagers, social media toolkit), as determined in conversation with the HFDK staff) that are tailored to multiple audiences, including shorter accessible products for grantees. We also will engage grantees in supporting dissemination of key evaluation findings and grantee achievements by providing a social media toolkit that includes graphics and content for grantees to share via their social media accounts.

Grantee Capacity Building and Technical Assistance (TA)

5. Build evaluation capacity among funded entities to not only learn from work performed during the project cycle, but to translate learning to programmatic and systems improvements that lead to more sustainable outcomes at the community level. TA will continue to be delivered virtually, unless Change Matrix and the HFDK team identifies appropriate in-person opportunities.
 - a. Universal training and TA. Change Matrix will continue to provide universal TA to all grantees, which will consist of four evaluation-focused webinars to build foundational knowledge of evaluation among grantees. Topics will focus on common needs of evaluation planning and implementation (e.g., logic models, data collection, etc.) as well as opportunities for gathering input from grantees (e.g., 'sense-making' with grantees).
 - b. Individual TA. Change Matrix will also provide individual and more intensive TA (in a limited capacity) to the next cohorts of grantees that directly respond to specific requests for support. Change Matrix will work directly with grantees to develop, submit, review, revise, and approve their evaluation plans. Additionally, Change Matrix will follow up with individual grantees on their organization's evaluation plans and outcomes and incorporate and share those findings with the HFDK staff and Commission in the reporting deliverables.

Communications

6. Work collaboratively with HFDK staff through regular meetings (twice a month) to talk through implementation of evaluation and/or capacity building activities. These calls will also be useful at critical decision-making points and to anticipate potential challenges.
7. Meet regularly with Commissioners that will include presenting during full Commission meetings (as identified in collaboration with the HFDK staff) and meeting with Evaluation Committee members (once a month) to solicit their feedback on implementation of the Macro evaluation plan.

EXHIBIT A-01

8. Manage and update the Asana workspace, which will be used to assign tasks to CM team members and HFDK staff and to support communication around tasks in between calls.
9. Serve as a thought partner to HFDK staff and Commissioners to apply the evaluation learnings to make programmatic improvements that lead to broader and more sustained outcomes. The evaluation team will use emergent learning and development evaluation techniques that will help serve as both a learning and a strategy partner to HFDK staff and grantees.

Contract Transition

Per the End of Contract Term in the original contract, data and web-based tools that will be transferred to HFDK staff include, but are not limited to: all Google drive files and folders, copies of webforms, access to Asana tasks and descriptions, grantee quarterly and semi-annual forms and responses, technical assistance trainings specifically tailored to HFDK grantees, GIS maps, key informant data, and annual reports.

Timeline

April 2022 – April 2023: CM will continue current activities

May 2023: CM will continue current activities, HFDK will begin transition to “new contract”

June-July 2023: CM will complete activities with current HFDK01, HFDK02 and HFDK03 grantees (grant terms ending 07/2023)

August - November 2023: CM will finalize and submit final Annual report for HFDK01,02 and 03 grantees and present to the HFDK Commission in November meeting

YEAR 3 April 2022 through April 2023

EXHIBIT B

Healthy Food for Denver's Kids Evaluator Budget

Contractor Name	Change Matrix LLC	Contact Name,	Rachele Espiritu, Founding Partne
Term	Year 3-4.5	Fiscal Contact	Tennille Paredes, Director of Financ
Request for Proposal Name	Healthy Food for Denver's Kids Evaluator		

Expenditure Categories						
Personal Services Salaried Employees						
Position Title/Employee Name	Description	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
Rachele Espiritu	Serve as a thought partner on the design and implementation of the entire project, especially in supporting the design of the macro evaluation and leading technical assistance for HFDK grantees.	Yes	\$ 170,000.00	\$ 66,300.00	5%	\$ 11,815.00
Christina Davis	will serve as the project manager, as the primary point of contact for HFDK staff, and lead for capacity building and technical assistance (both universal training/TA and individuals TA) provided to the HFDK grantees. She will also be the lead analyst for the grantee data (e.g., survey, focus groups), contribute to data collection and deliverables, and also be a learning partner for HFDK staff and Evaluation Committee	Yes	\$ 75,000.00	\$ 29,250.00	55%	\$ 57,337.50
Alina Taniuchi	will be the lead for developing data collection instruments, quality control for data analysis, and designing deliverables. She will also support data collection and capacity building and technical assistance (both universal training/TA and individuals TA) as needed. She will also be a learning partner for HFDK staff and Evaluation Committee.	Yes	\$ 75,000.00	\$ 29,250.00	32%	\$ 33,612.50
Sandra Silva	will direct the evaluation, providing oversight for all contract activities. She will serve as the lead for the macro evaluation and learning partner for HFDK staff and Evaluation Committee. In this role, she will oversee update of evaluation framework/plan as well as the process of developing data collection instruments, collecting and analyzing data, and preparation of final deliverables; and will contribute to universal training and TA with grantees.	Yes	\$ 124,479.20	\$ 48,546.89	57%	\$ 98,624.87
TBD	will support capacity building/TA provided to the HFDK grantees, and contribute to data collection, analysis, and deliverable preparation.	Yes	\$ 93,000.00	\$ 36,270.00	30%	\$ 38,781.00
Jennifer Ratliff	assists the administrative staff and project staff as needed.	Yes	\$ 56,286.47	\$ 21,951.72	5%	\$ 3,911.91
Total Personal Services (including fringe benefits)						\$ 244,082.78
Supplies & Operating Expenses						
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested	
Sub- Contractor Sophie	will support the update of secondary data of local, state, and national level data sets tracking food insecurity and economic insecurity. This will include updating prior data referenced in the annual reports, such as the data being reported around the COVID-19 pandemic.	yes	\$150.00	100	\$15,000.00	
Sub-contractor Kai	will support the qualitative data analysis of the key informant interviews.	yes	\$150.00	100	\$15,000.00	
Listening Learning Sessions	We will be contracting with a grantee to outreach, host, and facilitate these conversations. Change Matrix will support them in developing the	yes	\$20000.00	1	\$20,000.00	
Branding	Contract with firm to design HFDK02 and HFDK03 Final Report	yes	\$2500.00	2	\$18,300.00	
Transcription Services	Transcription of Key informant interviews	yes	\$100.00	30	\$3,000.00	
Transcription Services	Transcription of 2 Focus Groups	yes	\$130.00	4	\$520.00	
Sub-Contractor GIS	Develop GIS maps based on grantee data	yes	\$10000.00	1	\$10,000.00	
Telecommunications and Technology	Estimated monthly fee for secure web application for building and managing collaborative online databases.	yes	\$257.57	18	\$4,636.28	
Total Supplies & Operating Expenses						\$86,456.28
SUB-TOTAL BEFORE INDIRECT						\$330,539.06
Indirect						
Item	Description of Item					Total Amount Requested
Indirect rate (if applicable):	Maximum of 10%					\$33,053.91
Total Indirect						\$33,053.91
TOTAL FOR YEAR 3						\$363,592.97
New Contract Maximum \$						841,568.59