

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **METRO CARING**, a Colorado nonprofit corporation, whose address is 1100 E. 18th Avenue, Denver, Colorado 80218 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

**b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.

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

**3. TERM:** The Agreement will commence on **August 1, 2022** and will expire on **July 31, 2024** (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 for up to one (1) additional one (1) year term. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

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

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

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

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS AND NO CENTS (\$623,887.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

6. **TERMINATION:**

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

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

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

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

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

7. **EXAMINATION OF RECORDS:** 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 Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

**9. INSURANCE:**

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

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

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

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

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

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

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

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

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

i. **Cyber Liability**: Contractor shall maintain Cyber Liability coverage

with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**10. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent

jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

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

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

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom



notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**19. 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.

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

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

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.

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

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

**25. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

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

City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

**29. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**30. CONFIDENTIAL INFORMATION:**

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

**31. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

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

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

**Exhibit List**

**Exhibit A** – Scope of Work.

**Exhibit B** – Budget.

**Exhibit C** – Certificate of Insurance.

**Exhibit D** – Timeline.

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**Contract Control Number:** ENVHL-202263673-00  
**Contractor Name:** METRO CARING

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-202263673-00  
METRO CARING

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

Name: Erik Hicks  
(please print)

Title: CEO-Integrator  
(please print)

ATTEST: [if required]

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

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

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



# EXHIBIT A

## SCOPE OF WORK

### I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the Healthy Food for Denver's Kids ("HFDK") Initiative and Metro Caring. Metro Caring has been awarded **\$623,887** in **Healthy Food for Denver's Kids** funds for the grant term of August 01, 2022- July 31, 2024. Metro Caring shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver's Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

### II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:
1. Metro Caring's Fresh Foods Market and food delivery programs are facilitated by the Food Access team and numerous volunteers. This market is focused on supplying nutritious food to our community as well as continuously improving offerings of culturally relevant foods while supporting local farmers and growers.
  2. There are innumerable barriers keeping families who live in low-income situations from achieving long-term health and well-being, so Metro Caring's wraparound programs aim to help level the playing field. Nutrition education programs help families learn new skills to take control of their health, change behaviors, and combat diet related diseases like diabetes and heart disease. With the help of numerous community partners, the organization offers health screenings, bilingual cooking clubs, Kidz in the Kitchen family programs, and diabetes self-management for adults that all integrate foods found in the Market with evidence-based educational materials. These classes are mostly crafted and facilitated by community members to meet a need they have identified with Metro Caring supporting with a commercial kitchen space and necessary supplies. This program also has begun providing access to opportunities to Diabetes Education Facilitator training in Spanish, ServSafe certification and Cottage Foods certification in English and Spanish.
  3. Metro Caring's Nutrition education program will continue its Healthy Tastings project that offers to-go samples of various recipes to shoppers that come to Metro Caring. As an expansion of Healthy Tastings, recipes and food lists focused on brain, bone and soft tissue development, and immune system support will be provided with a focus on families with children 0-5. To increase reach, these lists and recipes will also be added to Metro Caring's website, and social media pages.
  4. The Metro Caring Urban Agriculture program encompasses the greenhouse, the Freight Farm (a hydroponic container farm), three garden sites containing 60 individual garden plots and new this 2022 growing season, access to 1/5th of an acre of land for farming and education. These





## EXHIBIT A

### SCOPE OF WORK

resources are a space for community members to get personally involved in the local food system and build leadership skills and relationships with their neighbors.

5. Metro Caring’s Nutrition and Urban Agriculture programs have teamed up to bridge the gap between garden and fork! The “Lettuce Be Kids” program includes a supplemental curriculum integrated into the existing Kidz in the Kitchen Nutrition course, which engages children ages 6-12 and their families in multi-generational nutrition education classes. “Lettuce Be Kids” is hands-on, experiential learning workshops with topics each month that correlate to the appropriate gardening season. The integration will provide families with children ages 0-5 with a take-home package to support parents in providing nutritious food specific to bone, brain, and soft-tissue development and immune system support in early life. The packet will include seeds, seedlings, age-appropriate activities, recipes and information for parents about food they can grow and prepare during breastfeeding and as their youngest eaters begin exploring their own garden to fork journeys.
6. Community Connectors, who are also participant volunteers, meet with every person who comes to the Market, helping identify what additional resources they may need, and how Metro Caring can provide that service or connect them to a partner organization that can. Connection is designed so that participants have one-on-one interaction with someone they can relate to before ever setting foot in the Market to collect food. The Community Activation team, which includes organizing and economic development, will be relaunching our Community Connector program and working on specific legislation related to our overall mission. Community Connectors have historically provided support for community members to access supplementary resources to help meet their specific needs. This new iteration will have a focus on families of children aged 0-5, and enrollment in SNAP and other support programs.

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

*i. Roles*

1. **Food Access Manager:** manages and supervises the entire Food Access Team as well as oversight of all food distribution operations.
2. **Nutrition Coordinator:** facilitates logistics for all cooking clubs and classes including Kidz in the Kitchen and Lettuce Be Kids, providing technical support and connecting cooking collaborators with one another.
3. **Urban Agriculture Manager:** runs 10 garden sites that include a hydroponic farm, greenhouse, community garden plots, and a 1/5th of an acre plot, managing the UA gardener and oversight of all UA projects and programs.
4. **Urban Agriculture Gardener:** executes all UA programs and projects as well as providing support for all garden sites.
5. **Community Organizing Coordinator:** focuses on families within our communities, organizing around issues they care about for structural change.



## EXHIBIT A

### SCOPE OF WORK

6. **Stipend Community Members for UA and Nutrition:** providing direct connection to other community members for program participation, program planning and facilitation.
7. **Stipend Community Connectors:** providing direct service to Metro Caring community families for nutrition support enrollments and other supplemental resources.

#### *ii. Partnerships*

1. Metro Caring's most significant partnerships include those around food procurement such as Food Bank of the Rockies. Partnerships related specifically to locally grown procurement are East Denver Food Hub, Common Name Farm, Ekar Farm, The Urban Farm, Mo' Betta Green and several other small farms.
2. Metro Caring has been a long-time agency partner of A Precious Child whose organization has been supporting children "cradle to career" for the last 13 years. They plan to expand upon this partnership with referrals, specialty packages and serving as a possible pop-up site for distribution of their goods and services.
3. Metro Caring also partner with Metropolitan State University serving as a cycle site for their Dietetic Internship program. These interns support with Nutrition programs.

#### III. **Program Locations:**

The Grantee will serve the following locations;

Neighborhood	Neighborhood	Neighborhood
Athmar Park	Five Points	Regis
Auraria	Gateway - Green Valley Ranch	Ruby Hill
Baker	Hampden	Berkeley
Barnum	Globeville	Skyland
Barnum West	Goldsmith	Sloan Lake
Bear Valley	Hale	South Park Hill
Capitol Hill	Harvey Park	Sun Valley
Central Business District	Chaffee Park	Sunnyside
Cheesman Park	Indian Creek	Jefferson Park
City Park	Cole	Valverde
City Park West	Lincoln Park	Villa Park



## EXHIBIT A

### SCOPE OF WORK

Civic Center	Lowry Field	Elyria Swansea
Clayton	Mar Lee	Windsor
College View - South Platte	Montbello	Washington Virginia Vale
Cory - Merrill	North Capitol Hill	West Colfax
East Colfax	North Park Hill	West Highland
Overland	Northeast Park Hill	Westwood
		Whittier

#### Evaluation, Outcome Measures and Deliverables

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will draft, finalize, and implement an evaluation plan for the grant that will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much; barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

#### Participation in the Macro Evaluation

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Reporting Form (see the Reporting Section below). The grantee may also provide organizational 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) – **Healthy Food for Denver’s Kids** staff and/or designee.

The Grantee will be reviewed for:



## EXHIBIT A

### SCOPE OF WORK

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which grantee contractors are achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
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 Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK grantees, and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are 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, 2023	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional	July 31 – Aug 15, 2023	Submitted through the Reporting Form



## EXHIBIT A

### SCOPE OF WORK

	narrative description of successes and challenges.		
Report 3 (eighteen month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2024	Submitted through the Reporting Form
Report 4 (24 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, 2024	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 team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee’s participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team 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.

## II. 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



## EXHIBIT A

### SCOPE OF WORK

- Limit indirect costs to 10%

- B. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.
- **Examples of indirect costs include:** Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies **and equipment/technology**

### III. Implementation and Timeline

#### A. Timeline

The timeline for this agreement is attached as an exhibit.

### IV. Invoice

#### A. Invoice

A sample of the optional invoice template is attached as an exhibit.

### V. Payments

- A. Invoices and reports 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 invoice and report each month to HFDK. Contractor 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.
- C. Contractor shall use preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.

### VI. General Grant Requirements

**Funds for program(s) and activities must providing quality services for at least one of the following:**



## EXHIBIT A

### SCOPE OF WORK

1. 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;
  - a. 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.
  
2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
  - a. 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:**

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
  - All diet or regular sodas and sports/energy drinks
  - Flavored/added sugar milk
  - Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
  - Candy
  - Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
  - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

#### **Additional, grantees will be asked to:**

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered through HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- 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.

#### **VII. Other**

***Grantee shall submit updated documents which are directly related to the delivery of services***



**DENVER**  
THE MILE HIGH CITY

## **EXHIBIT A**

### **SCOPE OF WORK**

Additional document requirements that may be requested for this contract:

- A. Organizational Chart
- B. Updated Certificate of Insurance
- C. Reports and information for Program Evaluation, as required



## Exhibit B

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.

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

<b>Organization Name</b>	Metro Caring	
<b>Term</b>	Year 1	
<b>Request for Proposal Name</b>	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
Food and Toileries Purchases	Culturally and age appropriate food. Toiletries including diapers and child products	yes	3	\$ 20,000.00	\$60,000.00
Garden Materials and supplies	Supplies for the Lettuce be Kids program including seeds, tools containers, notebooks, bags etc; requesting half of expense in this grant	yes	1	\$ 10,000.00	\$10,000.00
					\$0.00
<b>Total Food and Supplies</b>					<b>\$70,000.00</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
Community Connectors stipends	Direct service with families enrolling in SNAP and Metro Caring programs; 6 connectors paid \$25 per hour, 40 weeks per year, 10 hours per week for 2 years; requesting funding for 3 connectors.	yes	3	\$ 20,000.00	\$60,000.00
Urban Agriculture and Nutrition stipends	Direct service with families in the Urban Agriculture and Nutrition programs; 12 community members paid \$25 per hour, 48 weeks per year, 2 hours per week for 2 years; requesting funding for 6 community members.	yes	6	\$ 4,800.00	\$28,800.00
Quarterly Food-focused learning events	8 events at \$800 per event for 40 people; focus on young children and HEAL; expense includes food, interpretation and supplies.	yes	8	\$ 800.00	\$6,400.00
					\$0.00
<b>Total Operating Expenses</b>					<b>\$95,200.00</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
Manager - Food Access	Manages warehouse, marketplace and inventory. Sources product as needed.	yes	30%	\$ 66,340.00	\$ 19,902.00
Manager - Urban Agriculture	Manages and plans community gardens and hydro farm.	yes	30%	\$ 64,401.00	\$ 19,320.30
				<b>TOTAL:</b>	<b>\$ 39,222.30</b>

#### Hourly Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate including fringe	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Coordinator - Nutrition	Supports all Nutrition programs and executes on Nutrition plan; requesting 20% of time spent on this program.	yes	832	\$ 29.12	\$24,227.84
Urban Agriculture - Gardener	Executes all urban agriculture programs and projects; requesting 20% of time spent on this program.	yes	1308.4723	\$ 27.44	\$35,904.48

Community Organizer- Coordinator	Focusing on family community members, organizing around issues they care about for structural change; 20% of time spent on this program, requesting 10% from this grant.	yes	416	\$ 29.12	\$12,113.92
				<b>TOTAL:</b>	<b>\$72,246.24</b>
<b>Total Personnel Services</b>					<b>\$ 111,468.54</b>
<b>Other / Miscellaneous</b>					
<b>Item</b>	<b>Description</b>	<b>Does this budget item support the Scope of Work?</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</b>
Honorariums	(healthy eating active living) and farm-to-table for half of the quarterly events.	Yes	4	\$ 1,902.00	\$7,608.00
					\$0.00
<b>Total Other</b>					<b>\$7,608.00</b>
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, EXCLUDES Other)</b>					<b>\$276,668.54</b>
<b>Indirect</b>					
<b>Item</b>	<b>Description</b>				<b>Total Amount Requested from Healthy Food for Denver's Kids Initiative</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.				\$27,666.85
<b>TOTAL INDIRECT COSTS</b>					<b>\$27,666.85</b>
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>					<b>\$311,943.39</b>

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.

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**

<b>Organization Name</b>	Metro Caring	
<b>Term</b>	Year 2	
<b>Request for Proposal Name</b>	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
Food and Toiletries Purchases	Culturally and age appropriate food. Toiletries including diapers and child products	yes	3	\$ 20,000.00	\$60,000.00
Garden Materials and supplies	Supplies for the Lettuce be Kids program including seeds, tools containers, notebooks, bags etc; requesting half of expense in this grant	yes	1	\$ 10,000.00	\$10,000.00
					\$0.00
<b>Total Food and Supplies</b>					<b>\$70,000.00</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

Community Connectors stipends	Direct service with families enrolling in SNAP and Metro Caring programs; 6 connectors paid \$25 per hour, 40 weeks per year, 10 hours per week for 2 years; requesting funding for 3 connectors.	yes	3	\$ 20,000.00	\$60,000.00
Urban Agriculture and Nutrition stipends	Direct service with families in the Urban Agriculture and Nutrition programs; 12 community members paid \$25 per hour, 48 weeks per year, 2 hours per week for 2 years; requesting funding for 6 community members.	yes	6	\$ 4,800.00	\$28,800.00
Quarterly Food-focused learning events	8 events at \$800 per event for 40 people; focus on young children and HEAL; expense includes food, interpretation and supplies.	yes	8	\$ 800.00	\$6,400.00
					\$0.00

**Total Operating Expenses** **\$95,200.00**

**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
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				<b>TOTAL:</b>	<b>\$ 39,222.30</b>

**Hourly Employees**

Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate including fringe	Total Amount Requested from Healthy Food for Denver's Kids Initiative
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Urban Agriculture - Gardener	Executes all urban agriculture programs and projects; requesting 20% of time spent on this program.	yes	1308.4723	\$ 27.44	\$35,904.48
Community Organizer- Coordinator	Focusing on family community members, organizing around issues they care about for structural change; 20% of time spent on this program, requesting 10% from this grant.	yes	416	\$ 29.12	\$12,113.92
				<b>TOTAL:</b>	<b>\$72,246.24</b>

<b>Total Personnel Services</b>					\$ 111,468.54
<b>Other / Miscellaneous</b>					
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
Honorariums	HEAL (healthy eating active living) and farm-to-table for half of the quarterly events.	Yes	4	\$ 1,902.00	\$7,608.00
					\$0.00
<b>Total Other</b>					<b>\$7,608.00</b>
<b>TOTAL DIRECT COSTS (Supplies &amp; Operating, Personnel, EXCLUDES Other)</b>					<b>\$276,668.54</b>
<b>Indirect</b>					
Item	Description				Total Amount Requested from Healthy Food for Denver's Kids Initiative
Indirect rate (if applicable):	Indirect Costs: Healthy Food for Denver's Kids policy places a ten percent (10%) cap on reimbursement for indirect costs or the organization's federally negotiated rate, based on the total contract budget.				\$27,666.85
<b>TOTAL INDIRECT COSTS</b>					<b>\$27,666.85</b>
<b>TOTAL AMOUNT REQUESTED FROM HFDK</b>					<b>\$311,943.39</b>

<b>Total Contract Maximum Amount (August 1, 2022- July 31, 2024)</b>	<b>\$623,887</b>
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**EXHIBIT D****TIMELINE OF ACTIVITIES (limited to two pages)**

**Add additional activity rows as needed. Remember to include program planning, implementation, management, and data collection/evaluation activities (including monitoring and reports).**

Key Activity/Metric <i>You may want to connect activities to program goals, objectives, and budget line items</i>	Location <i>Where the activity will take place</i>	Staff <i>Persons/ Agency responsible</i>	Partnerships <i>Any partnerships involved in the activity</i>	Year 1 2022-2023				Year 2 2023-2024			
				Q1 Aug- Oct	Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July	Q1 Aug- Oct	Q2 Nov- Jan	Q3 Feb- Apr	Q4 May- July
<b>EXAMPLE ONLY:</b> <i>Develop job descriptions, conduct interviews, and hire five garden activators and two seasonal educators</i>	<i>Hiring remotely for the school garden at X school in Capitol Hill</i>	<i>Healthy Food in Schools Program Manager</i>	<i>Working closely with X organization to recruit applicants</i>	X	X						
<i>Hire and onboard Community Organizing Coordinator</i>	<i>Online via email and job sites. At Metro Caring building.</i>	<i>Senior Manager of Community Activation</i>	<i>N/A</i>	X							
<i>Community family recruitment for Urban Ag/Nutrition program packets Lettuce Be Kids listening sessions for program planning.</i>	<i>In person at Metro Caring.</i>	<i>Nutrition Coordinator, Urban Ag Manager</i>	<i>N/A</i>	X	X			X	X		
<i>Selection and training of Community Connectors</i>	<i>Via email, social media, in person at Metro Caring.</i>	<i>Senior Manager of Community Activation</i>	<i>N/A</i>	X	X				X		
<i>Selection and training of community members to</i>	<i>In person at Metro Caring</i>	<i>Nutrition Coordinator,</i>	<i>N/A</i>			X				X	



<i>support with Lettuce Be Kids programming</i>	<i>building</i>	<i>Urban Ag Manager</i>									
<i>Purchase of culturally relevant, locally grown foods from small farms</i>	<i>At Metro Caring building</i>	<i>Food Access Manager</i>	<i>Various procurement partners mentioned in partner section</i>			X	X			X	X
<i>Community Connectors begin meeting with community members, enrollments begin</i>	<i>At Metro Caring building</i>	<i>Community Organizing Coordinator, Community Connectors</i>	<i>Hunger Free Colorado, Blueprint to End Hunger</i>		X	X	X	X	X	X	X
<i>Facilitation of Healthy Tastings program</i>	<i>At Metro Caring building</i>	<i>Nutrition Coordinator</i>	<i>MSU (Dietetic Interns)</i>	X	X	X	X	X	X	X	X
<i>Data capturing through surveys, listening circles, and Salesforce,</i>	<i>Online, at Metro Caring building</i>	<i>Food Access Manager, Nutrition Coordinator, Urban Ag Manager, Community Organizing Coordinator</i>	<i>N/A</i>	X	X	X	X	X	X	X	X
<i>Data Evaluation and reporting</i>	<i>Online, at Metro Caring</i>	<i>Food Access Manager, Nutrition Coordinator, Urban Ag Manager, Community Organizing Coordinator</i>	<i>N/A</i>		X		X		X		X