

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BAYAUD ENTERPRISES, INC.**, a Colorado nonprofit corporation with a principal place of business address of 333 West Bayaud Avenue, Denver, Colorado 80233 (the “Contractor”), jointly the “Parties.”

RECITALS

The City and Contractor entered into an Agreement executed on April 10, 2022 and an Amendatory Agreement executed on December 13, 2022 (the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. All references to “Exhibit A and Exhibit A-1” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1, and Exhibit A-2” as applicable.” The Scope of Work marked as Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Section 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“2. **TERM**: The Agreement will commence on March 1, 2022, and will expire on June 30, 2024, (the “Term”). Subject to the Director’s (as defined in Paragraph 3, below) 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 Director.”

3. Section **5(E)(1)** of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**” is amended to read as follows:

“E. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS AND ZERO CENTS (\$875,594.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments

to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in Exhibit A, Exhibit A-1, and Exhibit A-2. Any services performed beyond those in Exhibit A, Exhibit A-1, and Exhibit A-2 are performed at Contractor's risk and without authorization under the Agreement."

4. Effective upon execution Section **25** titled **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT** is deleted.

5. Except as amended in this Second Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

6. This Second 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.

EXHIBITS:

Exhibit A-2-Scope of Work

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

SOCSV-202367647-02 / SOCSV-202262399-02
BAYAUD ENTERPRISES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

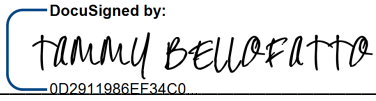
By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202367647-02 / SOCSV-202262399-02
BAYAUD ENTERPRISES, INC.

By:  _____

Name: TAMMY BELLOFATTO
(please print)

Title: Executive Director, Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Bayaud Enterprises, Inc.
SCOPE OF WORK
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Exhibit A-2

I. Purpose of Agreement

The purpose of the contract is to establish an Agreement and Scope of Work between Denver Human Services (DHS) and Bayaud Enterprises, Inc. (Bayaud) to provide disability navigation services to eligible clients within the City and County of Denver.

II. Background

In 2019 the Colorado General Assembly passed, and the Governor signed HB19-1223, which established the Disability Navigator Program. The Disability Navigator Program aims to help persons with disabilities participating in the State Aid to the Needy and Disabled (AND) Program navigate the application and appeals process for federal disability benefits under the Supplemental Social Security Income (SSI) and Social Security Disability Income (SSDI) Program.

Disability Navigation services are vital for recipients to be able to successfully navigate the complex requirements of obtaining Social Security benefits. Navigation services provided to AND clients are designed to significantly decrease the burden and confusion experienced by the recipient when applying for Social Security benefits. The intent of providing navigation services to AND clients as early as possible is to decrease the wait time and to remove barriers experienced by recipients when applying for Social Security benefits. Navigation services will assist recipients by greatly reducing the time from application to the actual receipt of SSI/SSDI benefits.

III. Services

Under this agreement Bayaud will accept referrals from DHS for AND clients who present any moderate to severe disability, mental health concerns, and/or current or recent substance use. Benefit Navigators will maintain responsibility for determination of appropriate SSI/SSDI candidacy and will assist all referred AND clients with the initial SSI/SSDI application process. This may include referrals to and follow-up with mental health, medical, and/or other community-based professionals and community resources. The Benefit Navigators will also provide direct assistance in services related to the reconsideration process.

Bayaud will utilize the SSI/SSDI Outreach, Access, and Recovery (SOAR) best practice approach to achieve successful SSI/SSDI acquisition. Bayaud will clearly identify Social Security Administration (SSA) cases that qualify for expedited handling, such as those for individuals who are experiencing literal homelessness and compassionate allowance medical cases.

All referrals will be processed by Bayaud's Intake Specialist for initial program eligibility review and then distributed to Benefit Navigators. The Intake Specialist is responsible to provide timely communication between Bayaud and DHS from initial referral into services, distributing referrals among AND Benefits Navigators and supporting quality data and reporting to DHS on a regular basis.



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Exhibit A-2

Disability documentation is preferred but not required for SSI/SSDI screening referrals. Referrals of up to 380 AND clients will be processed annually for SSI/SSDI screening and initial application assistance, reconsideration assistance, or appeal assistance. It is forecasted that each Benefit Navigator will maintain a caseload of up to 50 AND clients. Participant orientation or intake will be scheduled within seven (7) days of referral receipt. An assessment will be conducted at the intake to identify enhanced areas of need including access to medical providers, substance use history, mental health, work history, transportation, housing status, criminal background, and household member safety. A protective filing date will be attempted at the intake, and if barriers are encountered, one will be secured within 15 days of the date of the referral from DHS.

Benefit Navigators will assist AND clients under the supervision of Bayaud's Benefits Navigation Program Manager. Benefits Navigators have a mandate to maintain SOAR certification with ongoing continuing education requirements to ensure best practices are maintained. Benefit Navigators are also required to maintain Mental Health First Aid certification, trauma informed care training, and motivational interviewing.

The Benefit Navigators will assist AND recipients with meeting the documentation requirements to maintain their AND benefits. This will be achieved by providing guidance to clients on how to submit documents to DHS or by submitting the documents directly to DHS with or on behalf of the client. Referrals from DHS will be managed by the Benefit Navigators as follows:

- A. AND clients will be assisted with SSI/SSDI applications or supported with appealing a denial within the allowable reconsideration timeframes. AND clients referred with a recent denial of an initial claim will receive assistance with filing an appeal for first reconsideration prior to the expiration of the appeal period.
- B. Assessment/screening of the following categories will occur independently or concurrently, depending on the participant's need:
 1. SSI/SSDI eligibility for initial adult applicant with no pending SSI/SSDI cases: assessment of SSI/SSDI eligibility will be determined by the Benefit Navigators through utilization of a screening. The Benefit Navigators have adopted the SOAR procedures and tools to determine whether an individual is a good candidate to qualify medically for SSI/SSDI approval or needs further development. Worksheets and questionnaires are utilized as tools to determine impacts and severity of disability, as appropriate (copies of these tools are available upon request). A review of medical documentation will also be conducted. Signed releases of information are provided to all potential sources when requesting records and documentation. If medical documentation supporting stated diagnosis is insufficient or nonexistent, then referrals to appropriate providers and resources will be made for clients to enhance their medical documentation. Bayaud will utilize CBMS to document all contact attempts and actions for any referrals made



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for AND clients. This information will be shared with the DHS Program Administrator.

2. SSI/SSDI reconsideration assistance for an adult applicant who has received an initial denial prior to the appeal window expiration date.
3. Referral needed for Bayaud Bridge mental health services: up to 30 adults may receive along with access to therapeutic groups. When appropriate, the Mental Health Counselor may exit the claimant for reasons including, but not limited to, violation of Bayaud policies, need for higher level of care, or meeting treatment goals. Services include facilitated connection to long-term mental health supports for the individual. Mental health records may be requested by the referring Benefit Navigator to include in the SSI/SSDI screening process and submission to Disability Determination Services (DDS).

IV. Roles and Responsibilities

DHS Shall:

- A. Refer eligible AND clients to Bayaud utilizing the following process:
 1. DHS eligibility staff person shall complete the referral document provided by the Colorado Department of Human Services (CDHS) with complete information by adhering to the internal process developed by DHS.
 2. The referral shall be sent to Bayaud within 2 calendar days of member application or redetermination.
 3. The Colorado Benefits Management System (CBMS) navigation screen shall be completed by DHS eligibility staff person with all required information.
 4. DHS eligibility staff will verify with each client, their desire to be referred to Bayaud for navigation services, and the client's verification will be documented in the eligibility records.
- B. Assist clients with continuity of AND and Medicaid eligibility if issues arise.
- C. Notify the Benefit Navigator if member becomes ineligible for AND or Medicaid within 5 calendar days.

Bayaud Shall:

- A. Conduct a modified screening process for all referred clients and report to DHS its professional assessment of the likelihood of SSI/SSDI approval. This process includes an intensive interview with the applicant, review of education, work history, and medical records. Due to mandated application timelines, this screening will generally occur after an SSI/SSDI application is filed. Bayaud's best practice screening approach will assist DHS in collecting necessary data to refine the AND Disability Navigator Program for the future. Regardless of screening outcome, all referred AND applicants will receive SSI/SSDI application assistance on their initial and first reconsideration claims.
- B. Contacted All DHS AND clients for an intake within seven (7) calendar days of referral, ideally meeting in person with Bayaud within the seven (7)-day timeline. A



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- protective filing date will be obtained during the intake meeting, but no more than 15 days from the date of referral.
- C. Within 60 days or less of obtaining a protective filing date, the following documents shall be completed and submitted to SSA as appropriate: Appointment of Representative Form, Authorization to Disclose Information to SSA, Application for SSI, Adult Disability Report (ideally online), Function Report, Work History Report, relevant medical records, and other supporting documentation.
 - D. Provide a summary to clients and DHS for clients screened as unlikely for SSI/SSDI approval.
 - E. Ongoing monitoring of the application process will follow the above steps through routine engagement with SSA and DDS with no less than monthly contact with the AND participant.
 - F. Navigators may take the following steps to aid in a successful application outcome:
 1. Benefit Navigators shall monitor AND participant's medical appointments.
 2. Benefit Navigators shall inquire, as part of the initial screening process, whether or not member has a primary care physician.
 3. An appointment shall be scheduled with the primary care physician in an effort to establish a medical home for member. This appointment date shall be recorded in notes.
 4. Confirmation of appointment dates and attendance of all medical providers shall be recorded in notes.
 - G. Benefit Navigators shall continuously gather information on all physicians, specialists, mental health providers, and hospitals that have been involved in the member's care and treatment of their respective disability. This information will be provided to SSA and will be recorded in the member's record.
 - H. Benefit Navigators shall assist member if there is a discontinuance of Medicaid.
 1. Benefit Navigators will notify DHS staff of Medicaid discontinuance via email and annotate within CBMS.
 2. Benefit Navigators will contact DHS staff if member presents with correspondence from DHS and has questions about the correspondence.
 - I. Refer AND clients to vocational assessment and evaluation services. Evaluation of vocational abilities and training needs, functional capacity, and job accommodation/modification needs are identified in these processes. Vocational services coordination can lead to enhanced employment and functional limitation evidence for the SSI/SSDI application process. Referrals may be made during the initial application phase, and potentially ordered or reordered, to provide evidence for the reconsideration or appeals stage of application.
 - J. Refer AND clients in need of mental health treatment to Bayaud Bridge for individual counseling or to other relevant providers of mental health assessment or treatment. Bayaud's services include "warm handoff" referrals to long-term mental health counseling services that are tailored to the needs of each individual.
 - K. Communicate at least monthly with the AND clients during all phases of process to ensure the participant maintains access to medical, mental health, and other vital



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appointments and to act as a responsive point of communication for attorneys, SSA, and providers.

- L. Ensures that lack of participant contact is not a factor in losing representation or denial due to missed deadlines. Long-term data will be collected with the participant's permission during all phases.
- M. Ensure that its staff are trained on privacy and security requirements, both federal, state, and local, and agrees that it and its staff will all comply with all applicable federal, state, and local privacy and security requirements, including breach notification, mitigation, and disclosure.
- N. All client information collected for the Disability Navigator Services Program cannot be used for any other purposes without the written or verbal consent of the client.

V. Process and Outcome Measures

A. Process Measures

- 1. Bayaud will provide Disability Navigation services for up to 380 AND clients throughout the term of this agreement.
- 2. Bayaud will assist AND clients in submitting timely and complete SSI applications.
- 3. Bayaud will assist member in securing medical appointments and ensuring attendance which includes the following:
 - a. Bayaud will assist in mitigating any barriers members face when a medical appointment is scheduled including, but not limited to, transportation, rescheduling if necessary, etc.
 - b. Bayaud will obtain additional medical documentation and send to SSA as needed.
 - c. Bayaud will add new medical documentation to member's record.
 - d. Bayaud will assist member with any SSA requests for information or additional medical documentation as needed.

B. Outcome Measures

- 1. Bayaud will demonstrate an increased percentage of SSI approvals.
- 2. Bayaud demonstrates a reduced time to SSI decisions.
- 3. Bayaud will demonstrate a reduction in participant time spent on the AND program.

VI. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Bayaud may be reviewed for:

- 1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.



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2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Bayaud is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Contract Summary Report	Report shall summarize all functions performed, and how services provided contributed toward the goals identified within section V of this SOW.	No later than 30 days past the end of the current contract term.	AND Program Manager

VII. DHS funding information:

- A. **Program Name: Aid to the Needy and Disabled**
- B. **Funding Source: 13008-5541100**

VIII. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Bayaud shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
 Denver Human Services
 1200 Federal Boulevard
 Denver, Colorado 80204



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 Exhibit A-2

Name: Bayaud Enterprises, Inc.		
Fiscal Term: 7/1/2023- 6/30/2024		
Program Name: Aid to the Needy and Disabled		
Contract Number: SOCSV-202262399-02 & SOCSV-202367647-02		
ITEM	BUDGET	BUDGET NARRATIVE JUSTIFICATION
DIRECT COSTS		
Staffing		
AND Benefit Navigators	\$132,000	Multiple Navigators working a portion of their time, to be reimbursed at cost. Covers base wage of AND navigation staff. Not to include pay for bonuses, severances, or payouts of leave when employee separates from job. Includes cost of leave (PTO, vacation, sick, holidays).
Fringe – AND Benefit Navigators	\$39,600	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: Unemployment Insurance, Worker’s Compensation Insurance, Health Insurance, and 401k match. This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Manager and Financial Services Division (FSD).
Intake Specialist	\$25,960	Intake Specialist working a portion of their time, to be reimbursed at cost. Covers wage of AND Intake Specialist. Not to include pay for bonuses, severances, or payouts of leave when employee separates from job. Includes cost of leave (PTO, vacation, sick, holidays).



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Fringe – Intake Specialist	\$7,788	<p>Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: Unemployment Insurance, Worker’s Compensation Insurance, Health Insurance, 401k Match and time off benefits.</p> <p>This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Manager and Financial Services Division (FSD).</p>
Program Manager	\$30,000	<p>Program Manager working a portion of their time, to be reimbursed at cost. Covers base wage of AND navigation staff. Not to include pay for bonuses, severances, or payouts of leave when employee separates from job. Includes cost of leave (PTO, vacation, sick, holidays).</p>
Fringe- Program Manager	\$9,000	<p>Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: Unemployment Insurance, Worker’s Compensation Insurance, Health Insurance, 401k Match and time off benefits.</p> <p>This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Manager and Financial Services Division (FSD).</p>
Disability Services Sr. Manager/A.D.	\$35,000	<p>Sr. Manager/A.D. working a portion of their time, to be reimbursed at cost. Covers base wage of AND navigation staff. Not to include pay for bonuses, severances, or payouts of leave when employee separates from job. Includes cost of leave (PTO, vacation, sick, holidays).</p>



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Fringe - Disability Services Sr. Manager/A.D.	\$10,500	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: Unemployment Insurance, Worker's Compensation Insurance, Health Insurance, 401k Match and time off benefits. This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Manager and Financial Services Division (FSD).
Sub-Total – Staffing Cost	\$289,848	
Other Direct Costs		
Records and Documents	\$1,500	Cost of obtaining medical records (out of state) and other vital documents. Colorado and out of state background checks of referred participants entering Bayaud services. To be reimbursed at cost.
Dues & Subscriptions	\$1,725	E-logic (customer data management) licensing fees. To reimbursed at cost.
Transportation and Mileage	\$2,200	Mileage reimbursement, for use of personal vehicles for client and off-site meetings. Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services. This includes parking and toll costs associated with program-related travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Phones	\$1,400	Covers the cost of phone service and equipment to meet client needs.



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Office Supplies	\$1,255.31	Office supplies needed to support the organization of multiple physical files for clients and note taking. This includes files, pens, paper, sticky notes and other needed materials and printing. These supplies must be directly related to a program function.
Staff Training and Development	\$3,000	Ongoing training and staff development is essential to provide the best services to the Denver AND population. Training specific to AND incorporated here may include; Trauma Informed Care, Motivational Interviewing, Mental Health First Aid, De-Escalation, Crisis Intervention, Americans with Disabilities Act (ADA) training, and other relevant topics. <i>*All trainings must be completed within the term of this agreement. The training must be completed prior to invoicing and certification must be provided along with proof of attendance and proof of payment. Any training not listed in this narrative must be preapproved by the DHS Program Manager prior to the Bayaud incurring the expense.</i>
Postage	\$2,000	Covers the cost of certified mail and regular postage for correspondence with AND clients, Social Security, and various Medical providers as accrued. Backup documentation will include proof of purchase.
Sub-Total Other Direct Costs	\$13,080.31	
Total Direct Costs	\$302,928.31	
Sum of Indirect Costs	\$57,071.69	Negotiated Indirect Cost Rate of 18.84% of total Direct Costs.
Total budget	\$360,000	



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Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	3/1/2022 – 6/30/2022	\$0	\$155,594	\$155,594
1st Amendment	7/1/2022 – 6/30/2023	\$155,594	\$360,000	\$515,594
2nd Amendment	7/1/2023 – 6/30/2024	\$515,594	\$360,000	\$875,594