

REVIVAL AND FIRST AMENDMENT TO SUBAWARD AGREEMENT

THIS REVIVAL AND FIRST AMENDMENT TO SUBAWARD AGREEMENT (“Amendment”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”) and **BAYAUD WORKS, LLC**, a Colorado Nonprofit Corporation, whose address is 333 W. Bayaud Ave, Denver, CO 80224 (the “Contractor”), individually a “Party” and jointly the “Parties.”

RECITALS:

WHEREAS the City and **BAYAUD ENTERPRISES, LLC** entered into a Subaward Agreement dated August 28, 2024 (“Agreement”) for the operation of a non-congregate shelter at property that the City leases located at 4849 Bannock Street, Denver, CO 80216 (the “Premises”); and

WHEREAS, the Agreement expired by its own terms on December 31, 2024; and

WHEREAS, Bayaud Enterprises, LLC has transitioned to Bayaud Works, LLC; and

WHEREAS, the Parties entered into a Sublease Agreement (the “Sublease”); and

WHEREAS, the City and Contractor now desire to revive and amend the Agreement as follows.

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

1. Any and all references to **Exhibit A** shall be replaced by **Exhibit A-1**. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference

2. Section 3 of the Agreement, entitled ‘**TERM**’, is hereby deleted in its entirety and replaced with:

“3. **TERM**: This Agreement will commence on June 16, 2024 and will expire, unless sooner terminated, on March 31, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend unless the work is completed or earlier terminated by the Director”

3. Section 7 of the Agreement, entitled ‘**LICENSE**’, is removed in its entirety and replaced with:

“7. **INTENTIONALLY DELETED**”

4. Section 33 of the Agreement, entitled ‘**WAGE REQUIREMENTS**’, is hereby deleted in its entirety and replaced with:

“33. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not

Contractor: Bayaud Works, LLC

City Contract No. HOST-202578563-01/HOST- 202475191

limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

6. Except as herein amended, the Agreement is affirmed, revived, and ratified in each and every particular.

7. This Amendment 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: HOST-202578563-01/HOST-202475191-01
Contractor Name: BAYAUD WORKS, 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:

HOST-202578563-01/HOST-202475191-01
BAYAUD WORKS, LLC

By: _____

DocuSigned by:

TAMMY BELLOFATTO

0D2911986EF34C0...

Name: _____

TAMMY BELLOFATTO

(please print)

Title: _____

Executive Director

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Bayaud Works, LLC

HOST-202578563-01

I. INTRODUCTION

Period of Performance Start and End Dates: June 16, 2024 – March 31, 2025

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Bayaud Works, LLC (Bayaud) for the purpose of administering the Transformational Homelessness Response (THR)-Emergency Shelter grant program. Extending the term for an additional 3 months to March 31, 2025. Bayaud will manage and provide twenty-four hours a day, seven days a week operational and programmatic services for a 200-unit non-congregate shelter located at 4849 Bannock St, Denver, CO 80216, for people experiencing homelessness (PEH). This includes the ability to serve all diverse populations including but not limited to single adults, adult couples, families with dependent adults, folks with disabilities and potentially special needs. The award amount for this contract is \$2,100,000.00.

This subaward is not for Research and Development. [Contractor] is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for American Rescue Plan Act (ARPA) program.

Funding Source:	American Rescue Plan Act Funds (ARPA)
Project Name:	THR-Emergency Shelter-Non-Congregate Shelter at Radisson
Budget Type:	Cost Reimbursement
Federal Award ID (FAIN) #:	SLFRP0126
Federal Award Date:	May 18, 2021
Federal Awarding Agency:	US Department of the Treasury
Pass-Through Entity:	State of Colorado
Awarding Official:	Division of Housing Department of Local Affairs
Unique Entity Identifier:	KQ7KKEB5M4R7
SAM.gov Expiration Date:	Dec 10, 2025
Catalog of Federal Domestic Assistance (CFDA#):	21.027
Contractor Address:(Include Zip+4)	333 W Bayaud Ave., Denver, Colorado 80223
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. Bayaud will manage and provide programmatic services at 4849 Bannock St, Denver, CO 80216 for a 220-unit non-congregate emergency shelter.

B. Service Standards

1. Bayaud will serve approximately 250 unique households annually for areas serving as a Non-Congregate Shelter (NCS). In accordance with non-congregate shelter settings, all rooms may serve as single occupancy unless participants self-elect to share space.
2. Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
3. Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social networks.
4. Services and the delivery of the support should be adjusted appropriately based on the intended population the project will serve.
5. Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that households acquire and maintain housing.

C. Programming Services

1. Referrals to the Non-Congregate Emergency shelter will be directed by HOST's encampment resolution and outreach teams. Bayaud will intake clients in cooperation with HOST's encampment and outreach teams
2. Provide housing-focused case management, housing navigation, benefits enrollment, full-range of case management services and any other services that promote long-term stability and well-being.
3. Ensure households served throughout the contract term successfully exit to a stable or permanent housing solution, providing resources and ensuring households are consistently engaged in rehousing services, individualized housing focus case management, and attain some form of financial assistance and/or benefit enrollments.
4. Provide direct services, referrals and/or coordinate with other providers for the following services and/or resources:
 - a. mental health support,
 - b. substance use and harm-reduction services,
 - c. physical health care services,
 - d. medical, dental, and vision services,
 - e. obtaining vital documents.
5. Provide navigation and/or benefit enrollment, transportation assistance, employment/workforce development services and/or education, life skills development training and/or education.

6. Provide any other programmatic services, as deemed necessary, to help drive housing focused outcomes.
 7. Bayaud will work with the City and designated outreach teams to enroll clients into NCS and conduct an intake process in the Homeless Management Information System (HMIS) for new clients, ensuring they receive necessary support services under the program.
 8. Provide ongoing reporting and documentation to maintain accurate and up-to-date records in HMIS for client data, services provided, and exits from the program.
- D. Bayaud shall have a staff-to-participant ratio of no less than one case manager to every 20 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming, with preference for a 1:20 case management to participant ratio for all program components.
- E. Bayaud staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
- F. Habitability Standards. Temporary housing units or shelter facilities must meet U.S. Department of Housing and Urban Development's (HUD) habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Grantees may use Emergency Solutions Grants (ESG) Habitability Standards Checklist found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-all-different-housing/> or an equivalent checklist.
- G. MEALS
1. Bayaud will provide up to three meals a day for guests. Meal services include:
 - a. All meals are prepared to meet adult daily nutritional needs and are prepared in accordance with Serve Safe guidelines and all Public Health requirements for food safety.
 - b. Provide all utensils and serving supplies.
- H. OPERATIONS
1. Bayaud will work with onsite shelter operations staff to facilitate environments that are safe, hygienic, accessible including for those that are Limited English Proficient, equitable, inclusive, and hospitable to all eligible shelter guests.
 2. When applicable, or as negotiated with the City, oversee the set up and management of site services such as water, energy, trash, Wi-Fi, internet and telephone services, and Cable TV.
 3. Provide security services onsite which may include personnel, patrol, camera system acquisition, installation, and/or management. All security planning will be confirmed with HOST.
 4. Collaborate with City representative(s) to notify and address any critical incidents on site(s).

I. Eligible Activities

1. **Essential Services.** Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests' homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household's homelessness, including but not limited to child care and transportation.
2. **Educational, vocation, and work-based learning opportunities.** Efforts to connect individuals and families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.
3. **Recovery care and related residential programs.** Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.
4. **Operations.** Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter. Operational expenses will be determined by the Responsibility Matrix of Facility Related Services in Appendix A.
5. **Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.

- a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
- b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined by HOST Program Standards document.
5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.
7. Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST Program Standards document.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).
2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST

funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Staff (1:40 ratio at all times, including managers # beds/units in [shelter site] Support Services Case Management Service Plan for each guest Homeless Management Information System (HMIS) use Staff training Program Policies HOST funding	<ul style="list-style-type: none"> 24/7 shelter Bed & bedding Shower access Laundry 	Households served (inflow)	# Served annually	Average Length of Stay for Active	[based on performance]	Address Unsheltered Homelessness Expand pathways to successful rehousing Complete shelter system transformation toward rehousing Improve homelessness resolution system for families
	<ul style="list-style-type: none"> Hygiene supplies Meals Resource Navigation Reunification 	Households engaged in housing-focused case management	60%	Average Length of Stay for Leavers	[base on performance]	
	<ul style="list-style-type: none"> Vital document acquisition Relationship building OneHome Access 	Households receiving financial assistance	75%	Exits to permanent or stable housing	40%	
	<ul style="list-style-type: none"> Housing Search Referral to health related services 	Households obtain/maintain vital documents	75%			
	<ul style="list-style-type: none"> Weekly Case Management meeting HMIS enrollments, annual assessments, case management notes, and exit assessments 	Households with completed OneHome Assessments	60%			
	<ul style="list-style-type: none"> HOST required trainings Implementation of best practices Timely submission of invoices 	Outflow (total exits) by destination	80%			
	<ul style="list-style-type: none"> Participant feedback 	Attendance of required HOST meetings	90%			

Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

VI. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for Jan 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for Jan 1 – June 30	July 31
Quarterly Report for July 1 – Sept 30	Oct 15
Quarterly Report for Oct 1 – Dec 31	Jan 15
Annual Match Report for Jun 1 – Dec 31	Jan 30

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
1. Program data
 - a. Data sources
 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community

2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
 - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:
Households proposed to be served over the contract term – 250
Year 2024: 205
 - ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.
2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
 - a. Funding sources and amount included.
 - b. Total Contract spend to date, by budget category.
4. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
 - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

Table A		
HMIS Data Entry Time Frame		
Program Type	Minimum Data Elements	Time Frame for Entry
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days

Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

VIII. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests>

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
3. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in the "OMB Omni Circular" applicable to the organization incurring the cost will be reimbursed.
4. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
5. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
6. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

C. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

D. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by
 - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
 - b. By submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.

F. Program Income

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds

committed to the project. **All program income generated during any given period submitted for payment shall be documented on the invoice request.**

3. The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances including investments thereof held by the Contractor except **as pre-approved in writing by HOST, including** those needed for immediate cash needs.

G. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days of the contract Agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

H. Contract Amendments

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

I. Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be

provided on all property, and it must be assured that it is used solely for authorized purposes.

4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. 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.

K. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

L. Procurement

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

M. Bonding

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

N. Records Retention

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

O. Contract Close-Out

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

P. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver. If not paid within a reasonable period after demand HOST may:
 - a. makes an administrative offset against other requests for reimbursements.
 - b. withholds advance payments otherwise due to the Contractor; or
 - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

IX. FUNDS WILL BE USED TO

- A. Funding will be utilized for Transformational Homelessness Response-Emergency Shelter- at the Radisson for purpose of managing and providing twenty-four hours a day, seven days a week operational and programmatic services for a 200-unit non-congregate shelter for PEH.

Contract	Amount
Base	\$2,100,000.00
1 st Amendment	\$0.00
Total	\$2,100,000.00

X. Budget

Contract Program Budget Summary					
Contractor Name:		Bayaud Works, LLC			
Project :		THR-ES NCS @ Radisson	City Contract #:	HOST 202578563-01	
Budget Term:		6/16/2024-3/31/2025			
Program/Fiscal Year:		2025			
Budget Category	THRES ARPA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Project Manager	\$32,500	\$32,500	\$32,500	100.00%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Supports coordination of all supportive services and community partners.
Project Director	\$67,500	\$67,500	\$87,875	76.81%	1.5 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Oversee the coordination between the city and facility management and coordinate donations to the program.
Security Guard	\$113,880	\$113,880	\$113,880	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Multiple Security Guards to cover 1 unarmed security guard to ensure the safety of residents and keep outside influences off the property, 24 hours per day/7 day per week.
Program Manager	\$32,500	\$32,500	\$32,500	100.00%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Support coordination of all supportive services and community partners.

Budget Category	THRES ARPA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Assistant Program Manager	\$29,000	\$29,000	\$29,000	100.00%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Supports coordination of all supportive services and community partners.
Logistics Coordinators	\$78,000	\$78,000	\$78,000	100.00%	Up to 3 salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Day-to-day operations for food, keeping the commissary stocked and ordering product when necessary.
Navigator/Case Managers	\$175,000	\$175,000	\$175,000	100.00%	Up to 6 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Assist with housing navigation, public benefits assistance, financial literacy, community engagement, and intensive general case management.
Employment Specialist	\$30,000	\$30,000	\$30,000	100.00%	Up to 1 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide workforce training, job readiness, resume development, job search and placement assistance as well as job retention after placement.
SOAR Benefits Navigator	\$52,000	\$52,000	\$52,000	100.00%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: SOAR certified Benefits Navigators to assist with applications for SSI/SSDI benefits. 1 position will also help with benefits navigation.
Total Salary:	\$610,380	\$610,380	\$630,755	96.77%	

Budget Category	THRES ARPA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$183,114	\$183,114	\$189,227	96.77%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$793,494	\$793,494	\$819,982	96.77%	
Other Direct Costs	Amount	Subtotal	Amount	%	
Program Expenses and Supplies	\$125,000	\$125,000	\$125,000	100.00%	Program-related expenses and supplies that are not given directly to a client. Safety Equipment, PPE, monthly Cell Phone Service for Direct Full time staff only, Staff Uniforms, water warmers, ashtrays, blankets, sheets, towels, pillows, to be used exclusive to this location.
Client Support	\$193,000	\$193,000	\$684,356	28.20%	Items provided to clients do not include direct financial assistance. Items include toiletries and hygiene products, transportation, clothing for interviews and work, tools, vocational training, clearances, vital documents, fax fees, dependent care costs, and move-in household items.
Meals	\$721,597	\$721,597	\$925,000	78.01%	Estimated \$20 per resident per day x 200 residents. This will include breakfast, lunch and dinner 7 days per week. Dietary restrictions will be adhered to such as diabetic, gluten free, vegetarian, vegan, etc. From a serve safe certified, health inspected vendor.
Minor Equipment	\$20,500	\$20,500	\$20,500	100.00%	Minor office equipment should directly relate to the service provided in the contract and be readily identifiable. Equipment must be used exclusively for program/project. Minor office equipment should be less than \$500.00 per item with a maximum expense to be determined by the program requirements. Includes security systems, laptops, monitors, docking stations, keyboard & mouse, and one combo printer/scanner lease exclusive to this location.
Security	\$50,000	\$50,000	\$50,000	100.00%	Additional contract security when necessary or any other items related to security and safety of the residents and property.
Mileage	\$5,500	\$5,500	\$9,000	61.11%	Reimbursement of personal vehicle mileage not to exceed the standard IRS rate at the time of travel, public transportation and ride share services for work purposes related to this contract not commuting to/from work.
Total Other Direct Costs	\$1,115,597	\$1,115,597	\$1,813,856	61.50%	
Total Salaries, Fringe and Other Direct Costs	\$ 1,909,091.00	\$ 1,909,091.00	2,633,838	72.48%	
Indirect Costs					

Budget Category	THRES ARPA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Indirect Costs	\$190,909.00	\$190,909	\$263,384	72.48%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
Grand Total	2,100,000.00	\$2,100,000	2,897,221	72.48%	

Appendix A

Responsibility Matrix of Facility Related Services

Per a separate Lease Agreement between the City and County of Denver ("City") and Central Lodging, LLC ("Owner"), some responsibilities are of the Owner as shown below. The service provider is Bayaud Enterprises, Inc. (Contractor") will be responsible for the items shown below.

	<i>Responsible Party</i>
Xcel Electric/Gas/Steam	Owner
Denver Water	Owner
Wastewater/Storm Sewer	Owner
Janitorial (incl. Janitorial Supplies/Placing Trash in Dumpsters)	Owner
Exterior litter pickup (including all pet relief)	Contractor
Common Areas Maintenance- (e.g., offices, showers, laundry, community area, smoking area, and pet run areas)	Owner
Fire System (sprinklers, inspections)	Owner
Fire Alarm Monitoring & Fire Phone Line	Owner
Smoke detectors / CO detectors	Owner
Fire Extinguishers (inspections)	Owner
Security System hardware other than cameras /software, if applicable	Owner
Security System Monitoring, if applicable	Owner
Security System Phone Line, if applicable	Owner
Security Cameras, if applicable	Owner
Security Patrol, if applicable	Contractor
Stationary Security Guard, if applicable	Contractor
Telecom- Land Lines, if applicable	Owner
Telecom- Cable TV	Owner
Telecom – Wi-Fi	Owner
Mechanical (HVAC) Maintenance	Owner
Electrical Maintenance incl. generator, transformer, if any	Owner
Plumbing/Sewer (Fixtures, Drains)	Owner
Minor maintenance (i.e., plugged toilets, hand washing stations, laundry areas, bathroom repairs, shower repairs,	Owner

changing light bulbs, any other repairs not involving specialized tools	
Fence Maintenance and Repair	Owner
PTAC Units	Owner
Pest Control and Bed Bug Treatments	Owner
Appliance Service and Repairs	Owner
Trash Hauling from Dumpsters (regular ongoing, not excess)	Owner
Snow Removal- perimeter sidewalks, walkways, and entries to all structures	Owner
Landscaping & Irrigation; if applicable	Owner
Parking Lot Repair and Maintenance	Owner
Sidewalk Concrete Repair and Maintenance	Owner
Exterior lighting (pole lighting)	Owner
Windows and doors	Owner
Structural and roof (micro-unit, storage container and community structures)	Owner
Damages caused by Contractor's invitees	Contractor
Cleaning	Owner shall ensure a supply of linens and towels for Contractor and provide guests when replacing such with clean linens and towels. Owner will clean linens once a week and pick up towels twice a week, or as requested by guests. Owner will vacuum, clean showers, floors, mirrors, countertops, and bathrooms once a week. If there is an extended stay guest, Owner will do a full room clean wiping down surfaces of the room once a month.
Other services not delineated in the agreement	Contractor

If any damage is caused by Contractor or its invitees (including any pets, if any) Contractor pays for repair.