

FOURTH AMENDATORY AGREEMENT

This **FOURTH 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, whose address is 333 W Bayaud Ave., Denver, CO 80223 (the “Contractor”), individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an Agreement dated February 19, 2021, an Amendatory Agreement dated January 25, 2022, a Second Amendatory Agreement dated October 29, 2022, and a Third Amendatory Agreement dated January 4, 2023, to provide employment services including administration of the Denver Day Works program (collectively, the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 20-No Employment of Illegal Aliens, update paragraph 23-No Discrimination in Employment, and amend the scope of work exhibit.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

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

“3. **TERM:** The Agreement will commence on **January 1, 2021**, and will expire, unless sooner terminated, on **December 31, 2024** (the “Term”).”

2. Subsection 4.4.1 of the Agreement, under the title “**Maximum Contract Amount,**” is amended to read as follows:

“**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Two Million Nine Hundred Forty-Six Thousand Dollars (\$2,946,000.00)** (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 the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3, and A-4.** Any

services performed beyond those in **Exhibits A, A-1, A-2, A-3, and A-4** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

3. Section 20 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"20. [RESCINDED.]"

4. Section 23 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby deleted in its entirety and replaced with:

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

5. All references in the original Agreement to **Exhibit A, Scope of Work** now refer to **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**. **Exhibit A-4** is attached and incorporated by reference herein.

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

7. This Fourth 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: HOST-202371018-04, HOST-202057225
Contractor Name: 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

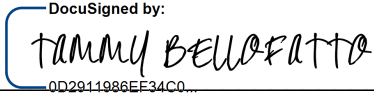
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202371018-04, HOST-202057225
BAYAUD ENTERPRISES, INC.

By:  _____
0D2911986EE34C0...

Name: TAMMY BELLOFATTO
(please print)

Title: Executive Director, Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4, SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Bayaud Enterprises, Inc.

HOST-202371018

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2021 thru December 31, 2024

Project Description:

The purpose of this contract amendment agreement is to provide a Department of Housing Stability (HOST) award for **\$746,900.00 for a total contract amount of \$2,946,000.00**. These funds will be provided to the Bayaud Enterprises, Inc. (BEI) to be utilized for Employment Services including administration of the Denver Day Works (DDW) program.

Funding Source:	General Fund
Project Name:	Employment (DDW)
Budget Type:	Focused Cost Reimbursement
Contractor Address:	333 W. Bayaud Avenue, Denver CO 80223
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. Outreach and recruitment

1. Provide outreach and recruitment to individuals experiencing homelessness to participate in the program.

B. Work Experience Coordination

1. Coordinate and supervise work experience at approved private, city, or other public sites for participants.
2. Participants operating as the contractor's employees and performing work activities on city or federal land, facilities, or projects, must be paid at the prevailing wage rate pertaining to the nature of the work being performed, pursuant to Denver Revised Municipal Code (DRMC) Section 20-76.
3. Provide transportation to DDW participants, including by Bayaud operated vehicles, or by bus pass, bus tickets, etc. to work experience sites.
4. Provide meals and non-alcoholic beverages to participants during work experience activities.
5. Maintain records related to work attendance and performance to support reporting requirements.
6. Ensure participants classified as volunteers sign the approved Release and Waiver of Liability for Volunteers form. Signed waivers should be kept on file at Bayaud and be available for HOST inspection.

C. Supported Employment Work Experience Coordination

1. Coordinate work experiences at approved private, city, or other public sites for participants.
2. Participants operating as the contractor's employees and performing work activities on city or federal land, facilities, or projects, must be paid at the prevailing wage rate pertaining to the nature of the work being performed, pursuant to Denver Revised Municipal Code (DRMC) Section 20-76.
3. Maintain records related to work attendance and performance to support reporting requirements.
4. Ensure participants classified as volunteers sign the approved Release and Waiver of Liability for Volunteers form. Signed waivers are kept on file at Bayaud and are available for HOST inspection.

D. Employment Support

1. Conduct job readiness assessments with program participants.
2. Maintain records related to assessments, services provided, and related outcomes to support reporting requirements.
3. Develop an employment plan for each participant that outlines need, goals, and responsibilities.
4. Assist participants with job search and application at City, private, and other public sites to secure permanent employment.
5. As appropriate to individual participant employment services needs and goals, provide access to skills development including:
 - i. Resume building
 - ii. Interviewing and disclosure
 - iii. Basic computer skills
 - iv. Life skills
6. Provide on-going follow-up and support to participants and employers once participants are placed in employment.

E. Case Management Support

1. Conduct needs assessments with program participants
2. Maintain records related to assessments, services provided, and related outcomes to support reporting requirements.
3. Develop a resource assistance plan for each participant that outlines need, goals, and responsibilities.
4. Provide additional support services such as housing referral assistance, clothing, and other benefits for program participants as appropriate, as identified in the needs assessment.
5. Provide referrals to other resources as identified in participant needs assessments.

F. Other Activities

1. Solicit program participant feedback regarding program operations and design on a regular basis.
2. Actively engage with potential non-funded worksites to expand program capacity.

3. Staff attendance and participation at public events such as expos, conferences, etc. that promote services to individuals experiencing homelessness or other events at HOST discretion.
4. Accommodate reasonable, non-disruptive requests from city staff to directly observe program operations and to directly interact with program participants.
5. Use city-defined program branding as appropriate. Designs must comply with the City and County of Denver Logo Guidelines and the final design must be approved by HOST Communications.

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.

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](#).

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. FUNDS WILL BE USED TO

A. Funding will be utilized for program staffing, direct client supports program operations, oversight, and administration.

	2021	2022	2023	2024
Employment (DDW)	\$705,300.00	\$746,900.00	\$746,900.00	\$746,900.00
Total Contract Amount	\$2,946,000.00			

VI. OBJECTIVE AND OUTCOMES - Outreach

Outputs: The direct results of program activities that may include types, levels, and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of households to be served annually	120	300 will be outreached and 120 individuals/households will be enrolled into the program and be eligible to receive case management, employment, and non-cash benefits assistance	Count
Unique and duplicated persons contacted	120	300 will be outreached and 120 individuals/households will be enrolled into the program and be eligible to receive case management, employment, and non-cash benefits assistance	Count
Percent of people contacted who engage in case management	50%	Case management services include but are not limited to: Obtaining documents, assistance with housing waitlists, transportation, clothing, food, etc.	
Number of households receiving case management who increase or maintain	60%	Case management will assist in maintaining benefits and	

income (earned and unearned) and non-cash benefits		connecting/applying for additional benefits.	
Number and percentage of Households who increase earned income	Count	Income to be increased through paid work experiences and permanent job placements	
Number of Households who are placed into permanent employment	50%	Permanent employment defined as non-day labor through which a job offer is made for a specific position	
Percent of people contacted who exit to unsheltered homelessness (e.g. to shelter, motel, Safe Outdoor Space)	Count	Case management to assist with connections to temporary/transitional housing options	
Percent of households receiving case management who exited to permanent or stable housing	25%	Permanent, stable housing defined as having one's name on a lease/contract or voluntarily living with others.	
Number and percentage of households served by length of program (less than 3 months, 3 to 6 months, 6 to 12 months, longer than 12 months)	Count	Average term of participants on day works crew is 10 weeks. All placed in permanent employment are followed for a minimum of 90 days after job placement. All clients will be tracked.	
Assumptions:			
Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS)			
Data Quality: Each reporting period HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI			

VII. 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.

<u>Quarterly Report</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
<u>Due Date</u>	April 15th	July 15th	October 15th	January 15th

- 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 each calendar year
Year 2024: 120
 - 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. Specific to this Scope of Work
 - i. Count and percentage participants successful in attaining permanent employment
 - ii. Count and percentage participant retention of employment at 30-60-90-day milestones past permanent employment start.
5. 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. ADD-INS

IX. 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.
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. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:

Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
3. All Invoices for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. 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.

7. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

C. Payroll

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

D. Fringe Benefits

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
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, 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 will not reimburse payments for unused leave when an employee separates from employment.

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
 - a. Vendor Name
 - b. Amount
 - c. Purpose
 - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
 - e. All invoices must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be 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. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the Invoice request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need 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 and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

F. 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 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.

G. 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.

H. 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. All HOST contracts will be subject to applicable OMB Omni Circular cost principles, 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 24 C.F.R. 85.20 and the OMB Omni Circular.
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 in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Invoicing Process.
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.

I. Procurements

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.

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. Records Retention

1. The Contractor must retain for three (3) 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, to make audits, examinations, excerpts, and transcripts.

L. Contract Close-Out

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract 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.

M. 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.

X. Budget

Contract Program Budget Summary						
Contractor Name:		Bayaud Enterprises				
Project :		Employment (DDW)		City Contract #: <u>HOST 202371018</u>		
Budget Term:		1/1/2024 - 12/31/2024				
Program/Fiscal Year:		2024				
Budget Category	General Fund HOST Funding	Secondary funding HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Staff Salaries	\$400,000		\$400,000	\$400,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] 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. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Total Salary:	\$400,000	\$0	\$400,000	\$400,000	100.00%	
Fringe Benefits	\$107,000	\$0	\$107,000	\$107,000	100.00%	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:	\$507,000	\$0	\$507,000	\$507,000	100.00%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Participant wages	\$103,600	\$0	\$103,600	\$103,600	100.00%	Participant base wages and fringe
Program Expenses, Supplies and Equipment	\$8,000	\$0	\$8,000	\$8,000	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes PPE, specialized program software, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc
Client Support	\$16,500	\$0	\$16,500	\$16,500	100.00%	Items given directly to clients - examples are food, transportation assistance, clothing, and other direct support to participants in the program.
Communications	\$3,900	\$0	\$3,900	\$3,900	100.00%	Monthly Cell phone service for full time direct program staff
Minor Equipment	\$1,000	\$0	\$1,000	\$1,000	100.00%	Equipment for site work including rakes, shovels, gloves and other equipment necessary to perform the daily site work

Budget Category	General Fund HOST Funding	Secondary funding HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Vehicle Operations	\$14,000	\$0	\$14,000	\$14,000	100.00%	Maintance for vehicle used to transport work crews. Invoiced based on actual costs
Facilities	\$24,000	\$0	\$24,000	\$24,000	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs
Staff Program and Project Training	\$1,000	\$0	\$1,000	\$1,000	100.00%	Program related training materials and registration fees
Total Other Direct Costs	\$172,000	\$0	\$172,000	\$172,000	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 679,000	\$ -	\$ 679,000	679,000	100.00%	
Indirect Costs						
Indirect Costs	\$67,900	\$0	\$67,900	\$67,900	100.00%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
Grand Total	746,900.00	0.00	746,900.00	746,900.00	100.00%	