

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **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.”

WHEREAS, the Parties entered into an Agreement dated February 19, 2021, to provide employment services including administration of the Denver Day Works program (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

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. Effective January 1, 2022, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached and will control from and after January 1, 2022.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM:** The term of the Agreement (“Term”) shall commence on January 1, 2021, and expire, unless sooner terminated, on December 31, 2022.”

3. Subsection 4.4.1 of the Agreement, titled “**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 One Million Four Hundred Ten Thousand Six Hundred Dollars (\$1,410,600.00) (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 and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

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

20.2. The Contractor certifies that:

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

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

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

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

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

5. Section 23 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this 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.”

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

7. This Amendatory Agreement is not 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number: HOST 202160814-01, HOST 202057225-01
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 202160814-01, HOST 202057225-01
BAYAUD ENTERPRISES, INC.

By:  _____
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 Enterprises, Inc.

HOST-202160814-01

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2022 – December 31, 2022

Project Description:

The purpose of this amended contract agreement is to provide a Department of Housing Stability (HOST) award for **\$705,300.00 for 2022** for a total contract amount of \$1,410,600.00. These funds will be provided to the Bayaud Enterprises, Inc. (Bayaud) to be utilized for Employment Services including administration of the Denver Day Works (DDW) program.

Funding Source:	General Fund
Project Name:	Denver Day Works
Contractor Address:	333 W. Bayaud Ave. 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 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. 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 needs, 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.

B. The City will:

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

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 contract 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, and program operations, oversight, and administration.

	2021	2022
Denver Day Works	\$705,300.00	\$705,300.00
Total Contract Amount		\$1,410,600.00

VI. OBJECTIVE AND OUTCOMES

A. Household Characteristics

1. Number of households that exited the program within the reporting period and contract period to date.
 - a. Source: HMIS
2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size
 - a. Source: HMIS

B. Data quality

1. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

C. Employment

1. Process Measure: Number and percentage of households served who receive case management
 - a. Source: HMIS
2. Process Measure: Average length of program enrollment
 - a. Source: HMIS
3. Process Measure: 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)
 - a. Source: HMIS
4. Outcome Measure: Number and percentage of households who increase or maintain income (earned and unearned) and non-cash benefits
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households
5. Outcome Measure: Number and percentage of households who increase earned income
 - a. Source: HMIS
6. Outcome Measure: Number and percentage of households exiting the program to permanent housing
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households who exit
 - c. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.

- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms 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 the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- 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. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 220
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

2. Specific to this Scope of Work

- a. Quantitative summary of needs assessment contents, participant goals, entry points, and program component utilization, both individually and in tandem.
- b. Count and percentage participants successful in attaining competitive employment
- c. Count and percentage participants successful in attaining supportive employment
- d. Count and percentage participant retention of employment (by type) at 30-60-90-day milestones past permanent employment start.

VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING

A. Household Characteristics

1. Number of households that exited the program within the reporting period and contract period to date
 - a. Source: HMIS
2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size
 - a. Source: HMIS

B. Data quality

3. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

C. Employment

4. Process Measure: Number and percentage of households served who receive case management
 - a. Source: HMIS
5. Process Measure: Average length of program enrollment
 - a. Source: HMIS
6. Process Measure: 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)
 - a. Source: HMIS
7. Outcome Measure: Number and percentage of households who increase or maintain income (earned and unearned) and non-cash benefits
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households
8. Outcome Measure: Number and percentage of households who increase earned income
 - a. Source: HMIS
9. Outcome Measure: Number and percentage of households exiting the program to permanent housing
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households who exit
 - c. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.

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 line-item reimbursements. . Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in

accordance with HOST policies. Vouchers 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. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. 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 HOST at hostap@denvergov.org or by US Mail to:
Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. 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. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering 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. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers 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 Voucher 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. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City monthly, 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).
7. 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.
8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

D. 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 register 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.

E. 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 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) 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 are 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.

F. 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. 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 voucher 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 time 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.

G. 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 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) Vouchering Process.

H. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contractor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. 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. 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, in order to make audits, examinations, excerpts, and transcripts.

J. 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.

K. 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 Federal Government and the City, if not paid within a reasonable period after demand HOST may:
 - a. make an administrative offset against other requests for reimbursements
 - b. withhold advance payments otherwise due to the Contractor
 - 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 Vouchering Process.

XII. Budget

Program Budget and Cost Allocation Plan Summary

Contractor Name: Bayaud Enterprises, Inc.
 Project : Denver Day Works
 Contract Dates: 1/1/2022 to 12/31/2022
 Program Year: 2022

Budget Category	Agency Total (All Funding Sources for Agency)		General Fund HOST Funding 201100000		2B HOST Funding (If applicable) 201100000		Total Project Costs requested from HOST		ESG-CV Federal Funding		Agency Total		Budget Narrative
	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%		
Personnel: Job Title													
Staff Salaries													[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 see section Financial Administration D. Payroll and E. Fringe Benefits.
	\$410,502	\$410,502	100.00%		0.00%	\$410,502	100.00%		0.00%	\$410,502	100.00%		
Total Salary:	\$410,502	\$410,502	100.00%	\$0	0.00%	\$410,502	100.00%	\$0	0.00%	\$410,502	100.00%		
Fringe Benefits	\$102,626	\$102,626	100.00%	\$0	0.00%	\$102,626	100.00%		0.00%	\$102,626	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 see section Financial Administration E. Fringe Benefits.
Total Salary and Fringe Benefits:	\$513,128	\$513,128	100.00%	\$0	0.00%	\$513,128	100.00%	\$0	0.00%	\$513,128	100.00%		
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount		Amount	%		
Program Expenses, Supplies & Equipment	\$7,654	\$7,654	100.00%		0.00%	\$7,654	100.00%		0.00%	\$7,654	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	\$14,500	\$14,500	100.00%		0.00%	\$14,500	100.00%		0.00%	\$14,500	100.00%		Items given directly to clients - examples are food, transportation assistance, clothing, and other direct support to participants in the program.
Staff Program/Project Training	\$3,000	\$3,000	100.00%		0.00%	\$3,000	100.00%		0.00%	\$3,000	100.00%		Program-related training materials and registration fees.
Participant Wages	\$60,000	\$60,000	100.00%		0.00%	\$60,000	100.00%		0.00%	\$60,000	100.00%		Includes participant base wages and fringe
Communications	\$3,900	\$3,900	100.00%		0.00%	\$3,900	100.00%		0.00%	\$3,900	100.00%		Monthly Cell phone service for full time direct program staff
Minor Equipment	\$1,000	\$1,000	100.00%		0.00%	\$1,000	100.00%		0.00%	\$1,000	100.00%		Equipment for site work including rakes, shovels, gloves and other equipment necessary to perform the daily site work
Vehicle Operations	\$14,000	\$14,000	100.00%		0.00%	\$14,000	100.00%		0.00%	\$14,000	100.00%		Maintenance for vehicle used to transport work crews. Invoiced based on actual costs
Facilities	\$24,000	\$24,000	100.00%		0.00%	\$24,000	100.00%		0.00%	\$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.
Mileage	\$0	\$0	#DIV/0!		#DIV/0!	\$0	#DIV/0!		0.00%	\$0	#DIV/0!		Public transit and mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.
Total Other Direct Costs	128,054	\$128,054	100.00%	\$0	0.00%	\$128,054	100.00%	-	0.00%	\$128,054	100.00%		
Total Salaries & Fringe and Other Direct Costs	641,182	641,182	100.00%	0.00	0.00%	641,182	100.00%	0	0.00%	641,182	100.00%		
Indirect Costs													
Indirect calculated on Salaries, Fringe and other Direct Costs	\$64,118	\$64,118	100.00%		0.00%	\$64,118	100.00%		0%	\$64,118	100.00%		Indirect calculated at 10%
Total Indirects	64,118	64,118	100.00%	0	0.00%	64,118	100.00%	0	0%	64,118	100%		

Program Budget and Cost Allocation Plan Summary

Contractor Name: Bayaud Enterprises, Inc.
 Project : Denver Day Works
 Contract Dates: 1/1/2022 to 12/31/2022
 Program Year: 2022

Budget Category	Agency Total		General Fund		2B HOST Funding (If applicable)		Total Project Costs requested from HOST		ESG-CV Federal Funding		Agency Total		Budget Narrative
	(All Funding Sources for Agency)	201100000	201100000	201100000	201100000	201100000							
Total Project Cost (Direct + Indirect)	705,300	\$705,300	100.00%	0	0.00%	705,300	100.00%	0	0.00%	\$705,300	100.00%		
Program Income (through funded activities)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	\$0	#DIV/0!		
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%				
Personnel Costs:			#DIV/0!		#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!		
Non-Personnel Costs:			#DIV/0!		#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!		
Other (Specify):			#DIV/0!		#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!		
Total Non-Project Cost	\$0	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!		
Grand Total	\$705,300	\$705,300	100%	\$0	0.00%	\$705,300	100.00%	\$0	0.00%	\$705,300	100.00%		