

THIRD AMENDATORY AGREEMENT

This **THIRD 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.**, whose address is 333 W Bayaud Ave., Denver, Colorado 80223 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated February 19, 2021, a First Amendatory Agreement dated January 25, 2022, and a Second Amendatory Agreement dated October 29, 2022 (collectively, the “Agreement”).

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. All references to “...Exhibit A, A-1 and A-2...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2 and A-3...” as applicable. The scope of work marked as **Exhibit A-3** attached to this Third 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**: The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2023 (the “Term”).”

3. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT**:

4.4. Maximum Contract Amount:

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million One Hundred Ninety-Nine Thousand One Hundred Dollars (\$2,199,100.00) (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 Exhibit A-3. Any services performed beyond those in Exhibit A-3 are

performed at the Contractor's risk and without authorization under the Agreement.”

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

5. This Third 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.

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Contract Control Number: HOST-202265614-03, HOST-202057225-03
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-202265614-03, HOST 202265614-03
BAYAUD ENTERPRISES, INC.

By:  _____
8AF6206424604B6...

Name: Cindi Chapman
(please print)

Title: Director of CORE
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Bayaud Enterprises, Inc.

HOST-202265614-03

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2023 – December 31, 2023

Project Description:

The purpose of this amended contract agreement is to provide a Department of Housing Stability (HOST) award for **\$746,900.00** for a total contract amount of \$2,199,100.00. 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 Employment
Contractor Address:	333 W. Bayaud Avenue, Denver CO 80223
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

Outreach and Recruitment

- A. 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 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. Staff will need to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form

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	2023
Denver Day Works Employment	\$ 705,300.00	\$ 746,900.00	\$ 746,900.00
Total Contract Amount	\$ 2,199,100.00		

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 25% 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 last day (HSHR) 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: 120
 - 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.
 - i. Number of households living in or coming from subsidized housing (for HUD funded only)
 - ii. Age of head of household
 - iii. Number of households by gender of head of household
 - iv. Household size

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
 - b. 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. 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. 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

10. 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 to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. 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 after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.

4. 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 Executive Director or their designee.

C. 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. 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).
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 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.

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 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.

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 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 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. 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.

H. 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 (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. 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.

3. 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.

I. 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 also include reviewing the current spending 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 provide performance monitoring and reporting reviews. City staff will manage any performance issues and will develop interventions 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.

J. 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.

K. 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.

L. 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

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Contract Program Budget Summary

Contractor Name: **Bayaud Enterprises** City Contract #: **HOST 202265614**
 Project : **Employment (Denver Day Works)**
 Contract Term: From: **1/1/2023** To: **12/31/2023**
 Program/Fiscal Year: **2023**

Budget Category	Agency Total (All Funding Sources for Agency)	General Fund HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total		Budget Narrative
					Amount	%	
Personnel: Job Title	Total	Amount	Amount	HOST Total	Amount	%	
Staff Salaries	406,374.00	406,374.00	\$0	\$406,374	\$406,374	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 see section Financial Administration D. Payroll and E. Fringe Benefits.
Total Salary:	406,374.00	406,374.00	\$0	\$406,374	\$406,374	100.00%	
Fringe Benefits	100,626.00	100,626.00	\$0	\$100,626	\$100,626	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:	507,000.00	507,000.00	\$0	\$507,000	\$507,000	100.00%	
Other Direct Costs	Total	Amount	Amount	Subtotal	Amount	%	
Participant wages	103,600.00	103,600.00		\$103,600.00	\$103,600.00	100.00%	Includes participant base wages and fringe
Program Expenses, Supplies and Equipment	8,000.00	8,000.00		\$8,000.00	\$8,000.00	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	16,500.00	16,500.00		\$16,500.00	\$16,500.00	100.00%	Items given directly to clients - examples are food, transportation assistance, clothing, and other direct support to participants in the program.
Communications	3,900.00	3,900.00		\$3,900.00	\$3,900.00	100.00%	Monthly Cell phone service for full time direct program staff
Minor Equipment	1,000.00	1,000.00		\$1,000.00	\$1,000.00	100.00%	Equipment for site work including rakes, shovels, gloves and other equipment necessary to perform the daily site work
Vehicle Operations	14,000.00	14,000.00		\$14,000.00	\$14,000.00	100.00%	Maintenance for vehicle used to transport work crews. Invoiced based on actual costs
Facilities	24,000.00	24,000.00		\$24,000.00	\$24,000.00	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	1,000.00	1,000.00		\$1,000.00	\$1,000.00	100.00%	Program related training materials and registration fees
				\$0.00	\$0.00		
				\$0.00	\$0.00	#DIV/0!	
				\$0.00	\$0.00	#DIV/0!	
				\$0.00	\$0.00		

Budget Category	Agency Total (All Funding Sources for Agency)	General Fund HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total		Budget Narrative
Total Other Direct Costs	172,000.00	172,000.00	\$0	\$172,000.00	\$39,000.00	22.67%	
Total Salaries, Fringe and Other Direct Costs	679,000.00	679,000.00	\$ -	\$679,000.00	\$546,000.00	80.41%	
Indirect Costs							
Indirect Costs	67,900.00	67,900.00	\$0	\$67,900.00	\$67,900.00	100.00%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
Grand Total	746,900.00	746,900.00	0	\$746,900.00	\$746,900.00	100.00%	