

KIMBERLEY DRISCOLL Lieutenant Governor

The Commonwealth of Massachusetts Executive Office of Health and Human Services Department of Public Health 250 Washington Street, Boston, MA 02108-4619

KATHLEEN E. WALSH Secretary ROBERT GOLDSTEIN, MD, PhD Commissioner

> Tel: 617-624-6000 www.mass.gov/dph

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R/E: Contract #:

Enclosed please find an Engagement Contract package for you to review, sign and return via email scan. Please take note of the following:

• NEW ENGAGEMENT CONTRACT/AMENDMENT/RENEWAL FORM

This form must be signed with an **authorized signature**, dated, and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

If you have programmatic questions about your engagement **contract package**, please contact your Bureau Program Manager

Please sign with an **authorized signature** and return the contract package via email scan to , no later than close of business on

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Bureau Director

Acceptable forms of Authorized signatures:

- 1. Traditional hand drawn "wet signature" (ink on paper);
- 2. Scan Copy of hand drawn signature
- 3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory's hand drawn signature
- 4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms** of electronic signature.

Award Letter Additional Information

Contract ID #:

DPH MASTER AGREEMENT ENGAGEMENT FORM								
Bureau: DPH Offices								
Engagement Contract ID: INTF1200P01236938323								
Vendor Name: CITY OF SOMERVILLE	Vendor Code: VC6000192138							
Vendor Contact: Karin Carroll	Vendor Email: kcarroll@somervillema.gov							
Master Agreement Id: MUNICIPALPHSERVICES0	Procurement No: 236938							
Procurement Name: PUBLIC HEALTH SERVICES AT THE LOCAL	AND REGIONAL LEVEL							
DPH Program Manager: Rachael Cain	DPH Program Manager Email: Rachael.Cain2@mass.gov							
☑ New	☐ Amendment							
	Amendment Type:							
Dates of Service: Anticipated Start Date*: 07/01/2025 End Date: 06/30/2026	Original Start Date: Current End Date: New End Date:							
Total Engagement Maximum Obligation \$119,095.58	Current Total Engagement Maximum Obligation							
	Engagement Amendment Amount (+ or -)							
RFQattached Vendor response	New Total Engagement Maximum Obligation							
☑ NOI25P251250125	□ RFQ							
☐ Confidentiality Agreement	□ NOI							
☑ DPH MA PP Budget Attached								
Expenditures must be made in accordance with the approved procuring agency's RFR and contract.	d budget for this engagement and the terms and conditions of the							
Periodic Scheduled Payment Installments: Payments will be complete and that include appropriate documentation in accord	made upon the submission of a payment voucher(s) that are ance with the terms of the service scope and governing contract.							
Expenditure Reporting: Triannual or quarterly narrative report	s and expenditure reports							
year(s) in which services are delivered. Changes to Scope and /or Terms: Any changes to this engagement in Termination: The Department, upon prior written notice, may terminate suspend an engagement if the vendor breaches any material term or co	e this engagement without cause and without penalty, or may terminate or condition or fails to perform or fulfill any material obligation required by this sence of sufficient funds for the purposes of an engagement, or in the event							
Vendor Authorized Signature	Department Authorized Signatures							
Authorized Vendor Signature and Date	Authorized DPH Bureau Representative Signature and Date							
Print Name and Title	Print Name and Title							

^{*} The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above

Contract Conditions

Contract ID#: INTF1200P01236938323
We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments
Provider Name: CITY OF SOMERVILLE
Signature:
Date:

Contract Special Condition NOI P25125 Engagement Scope FY26

This FY26 Homelessness Solutions Scope of Work is between the Massachusetts Department of Public Health (the Department) and the MLCHC vendor entities (as defined by the associated DPH NOI P25125).

Deliverables & Grant Participation Expectations

- 1. If a selected Vendor may perform, and does in fact perform, any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this Scope of Work and associated contract.
- 2. Any work performed by subcontractors, assigns, or the like shall be subject to the terms of federal grant provisions noted in this contract.
- 3. Vendor shall provide regular reporting, including but not limited to narrative, expenditure, and key performance indicators, using templates and following guidelines and deadlines provided by DPH. Regular reporting shall be received in a timely manner. If a Vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to DPH within 10 business days of the deadline. Vendors may be granted up to a one-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
- 4. Vendor shall submit detailed project proposals and budgets for approval using templates and following guidelines and deadlines established by DPH. Proposals shall incorporate health and racial equity. Funding shall augment rather than replace current municipal funding for public health staff or services.
- 5. Vendor shall seek approval from DPH for changes to the proposal and budget. Budget changes shall be approved prior to expenditure of grant funds. All work performed pursuant to this contract is subject to review and approval of the Massachusetts Department of Public Health (DPH) prior to any public release of said work. This includes but is not limited to publications and presentations.
- 6. Vendors shall attend monthly MLCHC Meetings to review and discuss ongoing grant projects and programs.
- 7. Vendor shall provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. https://www.mass.gov/service-details/clas-nationalstandards

Reporting Requirements

Vendors will be responsible for reporting to OLRH no later than August 1, 2026, respectively, the following:

- All expenditures of grant funding during the previous fiscal year
- A narrative report detailing programs/ solutions developed with grant funding and detailing the impact on the community
- A narrative report detailing the required Key Performance Indicators (KPIs) below:

Federal Funding Key Performance Indicators (KPI):

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting reports to DPH on KPI outlined below under "Performance Measures". The Vendor will report these KPIs to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".

Performance Measures

To be reported in narrative form by each Vendor at the time of annual reporting

- Number of unhoused community members at start of contract vs. end of contract
- Number of new partnerships with community-based providers
- Number of clients served through programs using grant funding, including demographic breakdown of clients served
- Summary of client feedback on funded activities
- Number of municipalities who report increased ability to meet need of unhoused population in their community

<u>Allowable Costs:</u> Allowable costs must be new equipment or services that seek to address homelessness in the vendor's city. DPH will not fund existing initiatives addressing homelessness, nor supplant any municipal funding for related projects.

Grant funds can be used for new staff salaries, benefits, payroll taxes, new support staff, consultants, health communication, applicable technology hardware and software, training, nursing supplies, inspection supplies, and occupancy. Any staff paid through this grant may not exceed 1.0 FTE (40 hours maximum per week) per staff member. Grant funds may also be used for piloting a day engagement center, installation of lockers in existing shelters, purchasing modular tiny homes, and piloting of additional programs and resources to address homelessness in their communities. Vendors may also use funding to increase training for local staff as it pertains to addressing homelessness and supporting individuals experiencing homelessness, as well as engagement with community members to develop local, innovative programs and solutions.

Vendor shall expend grant funds in accordance with this Scope of Work and seek written approval from DPH for expenditures that are not explicitly listed as allowable in this document.

The primary purpose of the Homelessness Grant Program is to expand local public health's capacity to address the increasing frequency of homelessness directly in their communities. Funds cannot be used for equipment without prior written approval from DPH. Funds are not intended for capital expenses; however, DPH may consider special requests, and decisions will be communicated in writing.

Unallowable Costs:

Publicity and propaganda (lobbying):

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient or agent acting for such recipient related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before any legislative body,
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/anti-lobbyingrestrictions.pdf

Other Terms:

Vendors are hereby notified that failure to meet the terms of the Homelessness Solutions Scope may result in delay in distribution of grant payment(s) and/or reductions to grant payment(s).

Notice by the Vendor to OLRH pursuant to this PHE Scope shall be provided as follows:

Sarah Trager, Director of Engagement & Policy

Email: sarah.trager@mass.gov

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order ("Contract") between _ City of Somerville ("Contractor") and the Massachusetts Department of Public Health (DPH) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund ("FRF").

In accordance with ARPA, the U.S. Department of the Treasury's regulations implementing the FRF (31 CFR Part 35), the <u>Award Terms and Conditions</u>, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S.
 Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to EOHHS on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 3. Such disclosure shall be made in writing to EOHHS within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by EOHHS. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to EOHHS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).

- a. Pursuant to 2 CFR §200.216, EOHHS is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by EOHHS.
- b. Contractor is responsible for the submission of such performance reports to EOHHS as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to EOHHS as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.
- **6.** Remedies for Contract Violation. [Required for contracts exceeding \$250,000] Should the Contractor violate any of the terms of the Contract, EOHHS may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.
- 7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). [Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers] To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:
 - a. Overtime requirements. The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. EOHHS shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Records. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of EOHHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- 8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. [Required for contracts exceeding \$150,000]
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
 - b. The Contractor agrees to report each violation to EOHHS and understands and agrees that EOHHS will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.
- **9. Other Federal Environmental Laws and Regulations**. The Contractor shall comply with all other applicable federal environmental laws and regulations.
- **10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** [Required for contracts exceeding \$100,000] The Contractor certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

- employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **11. Non-Discrimination.** The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

13. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to EOHHS, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- **14. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- **15. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
- **16. Subcontractors.** To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

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TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS: I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed. Prepared By:											TO VENDORS ayment Voucher inquires to state ation copy					
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