

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **STONE SOUP INC.**, a Colorado nonprofit corporation, whose address is 285 South Williams Street, Denver, Colorado 80209 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 13, 2021, and an Amendatory Agreement dated October 10, 2022 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 19-No Employment of Workers without Authorization, amend the scope of work, and amend the budget.

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

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

“**3. TERM**: The Agreement will commence on **August 1, 2021**, and will expire on **July 31, 2024** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Subsection d. (1) entitled “**Maximum Contract Amount**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS AND NO CENTS (\$1,948,257.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement. ”

3. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. RESCINDED.”

4. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A**, and **Exhibit A-1** are changed to **Exhibit A-2**.

5. All references in the original Agreement to **Exhibit B and B-1, Budget** now refer to **Exhibit B, Exhibit B-1, and Exhibit B-2**. **Exhibit B-2** is attached and incorporated by reference herein.

6. **Exhibit C, Reimbursement Invoice Form** is attached and incorporated to the Agreement by reference herein.

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

8. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

Contract Control Number: ENVHL-202368515-02/ ENVHL-202159270-02
Contractor Name: STONE SOUP 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:



EXHIBIT A_ Amendment 02

SCOPE OF WORK

I. Purpose of Agreement

- A. The purpose of this contract is to establish an agreement and Scope of Services between the City and County of Denver's Healthy Food for Denver's Kids ("HFDK") Initiative and Stone Soup Inc. dba Stigma the ("Grantee"). The Grantee shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment, **Healthy Food for Denver's Kids Initiative** using best practices and other methods for fostering a sense of collaboration and communication.

Stone Soup Inc. dba Stigma has been awarded the following amounts in Healthy Food for Denver's Kids funds:

- **\$419,645** for Term 1 (August 1, 2021 – July 31, 2022)
- **\$481,500** for Term 2 (August 1, 2022-July 31, 2023)
- **\$1,047,112.00** for Term 3 (August 1, 2023-July 31, 2024)
- Cumulative Maximum Contract Amount: **\$1,948,257**

II. Program Services and Descriptions

- A. The Grantee will be granted funds to provide the following services:

Procure food from farmers, ranchers and distributors (including grocers and food producers) and deliver it to various Denver Public Schools food pantries.

Stone Soup will provide food to the following;

- At RiseUp and DSST Cole. The food is distributed to students and families by the social workers and other staff at those two schools.
- Year 2 Stone Soup added Kennedy High School, Contemporary Learning Academy, Compassion Road Academy, Emily Griffith, DC21 & Prep Academy. At Ellis and Denver South, an extensive network of volunteers manages both pick-up and student/family distribution of food in cooperation with school administration. Added School with this second model: Merrill Middle School.
- In Year 3, Stone Soup is adding West Middle School (confirmed), West High School (confirmed), Denver North High School (potential), and Montbello High School (potential).

Food and Supplies

Meat and Dairy – Grantee will work with Colorado ranchers and farmers to procure high quality, grass fed/grass finished beef, pork and lamb. Added chicken & bison. In addition to meat, we will provide milk and eggs, primarily from a local dairy. Added cheese & butter.

Produce- The fruits and vegetables come directly from Colorado farmers in season (added year 3) through a local distributor). In the winter and spring, grantee will procure produce from local fruit and veggie distributors who bring in produce primarily from California, Texas and Mexico.



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Bread and Cooking Supplies (Other Misc. Foods)- Provide fresh, locally produced tortillas and raw, local honey and any other cooking supplies such as oils, flour or masa. Also culturally relevant and seasonally requested items that don't fit cleanly in the categories above including local jams and holiday specialties.

Nutritious Snack - The food pantry at Denver South has been providing low-income students in after-school programs like athletics, theater, clubs, etc., with healthy after-school snacks for many years. Grantee will continue this and expand it to other school pantries. In addition to healthy store-bought snacks, grantee will work with a local culinary training program that does work training for homeless neighbors to produce healthy snack bars and trail mixes (Housed, Working and Healthy).

Program Operating Expenses

Equipment - Grantee purchased three cold storage units (one chest freezer with a capacity of 600 pounds of ground meat in one-pound packages, and two refrigerators), some food shelving/storage units, a trailer for food distribution. For this last year, there is \$3,800 budgeted for equipment maintenance, repair, or replacement.

Insurance - This will cover the expense of our liability insurance policy for our food work.

Personnel and Administrative Services

Budget allocates money for a full-time program manager to allow for major program expansion. The Executive Director will spend 50% of time, so 50% of contract salary is in budget. Both employees are 1099 contractors responsible for all expenses and fringe.

B. Implementation and Timeline:

Our food pantries at all of our schools we serve are currently fully operational and are expected to serve between 12-15 DPS Schools for the 2023/2024 school and grant year.

- At Denver South, pantry will serve an average of 120 student families weekly for 50 weeks of the year.
- At DSST Cole, school pantry serves over 90 student families per week for 37 weeks
- At RiseUp, our pantry serves 33 student families per week for 37 weeks
- At Ellis, the pantry serves 45 student families and is every-other week, for 26 pantry events per year
- Distribution Center
- At Kennedy High School, the pantry serves 30 student families per week for 37 weeks.
- At CLA, the pantry serves 20 student families per week for 37 weeks.
- At Merrill Middle School, the pantry serves 39 student families per month for 9 months.
- At Compassion Road Academy, the pantry serves 15 student families per week for 37 weeks.
- At Emily Griffith, the pantry serves 7 student families per week for 37 weeks.
- At DC21, the pantry serves 5 student families per week for 37 weeks.
- At Prep Academy, the pantry serves 5 student families per week for 37 weeks.



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SCOPE OF WORK

- Adding West Middle, West High, and possibly Denver North and Montbello High School

III. Program Locations:

A. The program will be taking place at the following locations:

- DSST Cole: 3240 Humboldt St, Denver, CO 80205
- Denver South High School: 1700 East Louisiana Ave, Denver, CO 80210
- RiseUp Community School: 2342 Broadway, Denver, CO 80205
- Ellis Elementary: 1651 S Dahlia St, Denver, CO 80222
- Kennedy High School in Bear Valley; 2855 S Lamar St, Denver, CO 80227
- Merrill Middle School in Corey Merrill; 1551 S Monroe St, Denver, CO 80210
- Contemporary Learning Academy; 200 E 9th Ave, Denver, CO 80203
- Emily Griffith; 1860 Lincoln St 3rd floor, Denver, CO 80203
- DC21; 1690 N Williams St, Denver, CO 80218
- Compassion Road; Compassion Road
- Prep Academy Downtown; 2727 Columbine St, Denver, CO 80205
- West Campus; 951 Elati St., Denver, CO 80204
- Denver North; 2960 Speer Blvd, Denver, CO 80211
- Montbello; 5000 Crown Blvd, Denver, CO 80239

IV. Program success:

A. The goals and measurements of success for this program are:

- Increase number of students who participate in food pantries to 3,500 kids, with 15,000 services.
- Increase healthy eating choices for students
- Increase in number of school food pantries that join program
- We will continue to track unique families, unique kids, unique adults, race/ethnicity of families, total services, food distributed by categories, food procured by source.

Evaluation, Outcome Measures and Deliverables

The Grantee will attend a mandatory evaluation kick-off call at the beginning of the grant term. The grantee will review and update, finalize, and implement an evaluation plan for the grant that



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SCOPE OF WORK

will specify the evaluation questions, process measures (e.g., how the program was implemented, what was done, for whom, and how much barriers and facilitators, etc.), outcome measures (e.g., what results the program had), how the data will be collected, responsible party(ies), and timelines. The final measures will be decided upon with the grantee in collaboration with the HFDK Evaluation team. The HFDK evaluation team is available to provide technical assistance to the grantee on the development and implementation of the evaluation plan, as needed. The grantee will share the final evaluation plan with HFDK staff and the Evaluation team and at the end of the grant term, will report on how the evaluation plan has been implemented and any resulting outcomes.

Participation in the Macro Evaluation

The grantee will participate in the Macro Evaluation, including working in partnership with the HFDK Evaluation team, for shared learning to improve the Denver food system. The HFDK Evaluation team will work with all HFDK grantees to determine which local and macro level data will be collected and reported on through the Reporting Form (see the Reporting Section below). The grantee may also provide organizational and community input on Macro Evaluation activities and products (e.g., Theory of Change, Macro Evaluation plan, annual reports, etc.).

I. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) – **Healthy Food for Denver’s Kids** staff and/or designee.

The Grantee will be reviewed for:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which grantee contractors are achieving established agreed upon goals. This may include the review and analysis of Evaluation Dashboards, the Reporting Form and Annual reports of grantees (see below). As needed, HFDK may attend evaluation check-ins with the grantee and the HFDK Evaluation team to understand progress towards agreed-upon goals in the grant
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

B. Reporting

The Grantee will be responsible for reporting on program outputs and outcomes, based on the Macro Evaluation Plan. The HFDK Evaluation team will provide a Reporting Form for grantees to submit this data every six months. The grantee data submitted through the Reporting Form will be used in the macro evaluation to measure progress across the entire cohort of HFDK



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grantees and will additionally be given back to grantees in a collective Evaluation Dashboard and other documents to support their work. Importantly, the Reporting Form may also include a few open-ended questions about strategy, challenges, and successes for the grantee to fill out. Grantees will receive a guide to support completion of the survey and can also access additional technical assistance support for the reporting requirements from the HFDK evaluation team, as needed.

The table below summarizes reporting activity and due dates. The dates are subject to change, and/or frequency of the reporting may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
Report 1 (six month)	Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	February 1-15, 2024	Submitted through the Reporting Form
Report 2 (12 month/annual)	Demographic description of population served. Progress on process and outcome measures and learning questions Upload relevant evaluation documents. Additional narrative description of successes and challenges.	July 31 – Aug 15, 2024	Submitted through the Reporting Form
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

C. Evaluation Support

The HFDK evaluation team has been contracted by the City to provide evaluation technical assistance for grantees in developing, finalizing, and implementing their own evaluation plans, and to support grantee's participation in the macro evaluation. Grantees will be supported around the development or modification of their evaluation plan, evaluation tools, and other general evaluation questions. Additionally, the HFDK evaluation team will provide technical assistance to the HFDK cohort of grantees on a variety of topics, to be determined in the future based on grantees' needs and interests.

I. Budget



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A. Budget

The budget for this agreement is attached as an exhibit. All expenditures must:

- Be reasonable, realistic, and justified including making an effort to purchase healthy meals or snacks at affordable prices through wholesale, Food Bank of the Rockies, or other low-cost purchasing methods whenever possible
- Show strong fiscal responsibility
- Limit indirect costs to 10%

B. Indirect Cost Limit: The Grantee's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Administrative costs are included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

- **Examples of indirect costs include:** Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies **and equipment/technology**

II. Invoice

A. Invoice

A sample of the invoice template is attached as an exhibit.

III. Payments

- A. Invoices and reports shall be completed and submitted to the HFDKinvoices@denvergov.org email on or before the 15th of each month following the month of services rendered 100% of the time.
- B. All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to HFDK. Contractor is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report.
- C. Contractor shall use preferred invoice template. Invoices shall be processed with immediate payment terms.

IV. General Grant Requirements



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Funds for program(s) and activities must providing quality services for at least one of the following:

1. Access to healthy food, including up to three healthy meals and snacks per day, with emphasis on filling gaps when meals are not already provided;
 - a. May include buying and distributing local food from Colorado farms, ranches and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than compared out-of-state foods) For example, if a pound of carrots grown out of state costs \$1.00 and a pound of carrots grown in Colorado is \$1.08, it would be acceptable to purchase the higher priced carrots.

2. Hands-on experiential education and public health programs associated with farming, gardening, cooking, nutrition, dietary and home economics, and healthy eating
 - a. May include buying and utilizing local food from Colorado farms, ranches, and food manufacturing businesses, for the proposed program (so long as they are less than 10% more expensive than comparable out-of-state foods, see above 1a. for an example)

Additionally, programs must:

- Ensure snacks or meals are healthy by meeting, at minimum, the USDA Dietary Guidelines for Americans
- NOT use HFDK funds to purchase any of the following items:
 - All diet or regular sodas and sports/energy drinks
 - Flavored/added sugar milk
 - Juice of all kinds, including both fruit and vegetable juice drinks and 100% juice
 - Candy
 - Cookies and other sweet snacks like cakes, pastries, donuts, sugary cereals
 - Dairy desserts (e.g., ice cream)
- Be tied directly to activities located within the City and County of Denver that serve youth who are Denver residents
- Benefit low-income and/or historically/currently under-resourced youth ages 18 and under

Additional, grantees will be asked to:

- Attend evaluation and other capacity building workshops. All grantees are highly encouraged to attend trainings offered though HFDK
- Meet with an HFDK representative to debrief, share lessons learned about grant process, programming impact, etc.
- Host at least one site visit for HFDK staff, commissioners, and/or evaluation partners each year.
- Follow the HFDK Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the Healthy Food for Denver's Kids Initiative. The HFDK Initiative will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

V. Other

Grantee shall submit updated documents which are directly related to the delivery of services



DENVER
THE MILE HIGH CITY

EXHIBIT A_ Amendment 02

SCOPE OF WORK

Additional document requirements that may be requested for this contract:

- A. Organizational Chart
- B. Updated Certificate of Insurance
- C. Reports and information for Program Evaluation, as required

Exhibit B_Amendment 02

Healthy Food for Denver's Kids Program Budget

Organization Name	Stigma (Legal Name: Stone Soup Inc.)	
Term	Year 3	
Request for Proposal Name	Healthy Food for Denver's Kids(HFDK02)	

Budget Categories

Food and Supplies

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Meat	Beef, Pork, Lamb, Chicken, Turkey, Bison, Primarily from Local Ranchers, Farmers & Butchers	Yes	206907	\$ 1.00	\$206,907.00
Produce	Fresh Fruits and Vegetables from Colorado Farmers (in season) and Local Produce Distributors	Yes	379330	\$ 1.00	\$379,330.00
Dairy/Eggs	Milk, Cheese, Butter & Eggs from Local Producers and Distributors	Yes	250012	\$ 1.00	\$250,012.00
Healthy Snacks	High Protein, Natural, No/Low Processed Sugar Snack Bars, Trail Mixes & Other Healthy Snacks	Yes	25863	\$ 1.00	\$25,863.00
					\$0.00
Total Food and Supplies					\$862,112.00

Program Operating Expenses

Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Insurance	Liability Insurance Directly Related to Food Work	Yes	1	\$ 1,200.00	\$1,200.00
Equipment Repair, Maintenance & Replacement	Refrigeration, Trailer, Shelving, Dollies, Carts, Bins, Storage, etc.	Yes	1	\$ 3,800.00	\$3,800.00
Total Operating Expenses					\$5,000.00

Personnel and Administrative Services

Salary Employees

Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested from Healthy Food for Denver's Kids Initiative
Executive Director	Distributors. Procure Food, Deliver Food to DPS Schools, Help Set-Up Pantries for Distribution, Manage Evaluation	Yes	0.5	\$ 120,000.00	\$60,000.00
Stignattack Manager	Procure Food, Deliver Food to DPS Schools, Help Set-Up Pantries for Distribution, Assist with Evaluation	Yes	1	\$ 120,000.00	\$120,000.00
					\$0.00

Total Personnel Services

\$180,000.00

TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)

\$1,047,112.00

TOTAL AMOUNT REQUESTED FROM HFDK

\$1,047,112.00

Total Contract Maximum Amount (August 1, 2021- July 31, 2024)	\$1,948,257.00
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Exhibit C

Denver Department of Public Health and Environment - Healthy Food for Denver's Kids EXPENDITURE DETAILS for REIMBURSEMENT INVOICE FORM

Invoice #	
Date Invoice is sent to HFDK	
Purchase Order/ Contract #	
Payment Option	

Organization Name	
Invoice Period	
Final Invoice Amount	\$ -
Payment Terms	Immediate

To:	
Program:	Healthy Food for Denver's Kids
HFDK Contact:	Jessica Murison
Address:	101 W Colfax
City:	Denver
State:	CO
Zip Code:	80202
Telephone:	760-715-7194
Email:	HFDKinvoices@denvergov.org

From:	
Contact Name:	
Remit Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	

Expenditure Categories				Total Amount
Food and Supplies				
Item	Description of Item	Quantity	Per Item Cost	

				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Food and Supplies				\$0.00
Program Operating Expenses				
Item	Description of Item	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
Total Operating Expenses				\$ -
Salary Employees				
Position Title	Description of Work	Percent of time spent this Month	Total earnings for monthly invoice period (Salary + Fringe)	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Hourly Employees				
Position Title	Description of Work	Hours	Hourly Rate	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Personnel Expenses				\$ -
Other / Miscellaneous				

Item	Description	Quantity	Per Item Cost	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Total Other Expense	\$ -
			Direct Costs -Total	\$ -
Indirect Costs				
Item	Description			
10% Indirect rate (if applicable):				
			TOTAL INDIRECT COSTS	\$ -
			TOTAL THIS INVOICE	\$ -

Billing Summary	
Total Contract Amount	
Advanced Funds Invoiced (if applicable)	
Cumulative Amount Previously Invoiced	
Amount of this Invoice	\$ -
Total Invoiced to Date	\$ -
Budget Amount Remaining	\$ -

You are not able to enter information into this summary spreadsheet tab - this is for summary purposes on Complete the expenditures spreadsheet tab only (the first tab in this Excel file). Then, sign (or print name designated box below. The information entered into the Expenditures tab will automatically populate in t below. Follow contract instructions to complete the Expenditures and submit the invoice.

Denver Department of Public Health & Environment REIMBURSEMENT INVOICE FORM

DATE INVOICE SENT TO HFDK:

Organization Name:	0	
Invoice Period:	0.00	
Invoice #:	0.00	
PO/Contract #:	0.00	
Final Invoice:	\$ -	
Payment Option:	2	Mailed Reimbursement Check

To:		From:	
HFDK Program:	Healthy Food for Denver's Kids	Contact Name:	0
HFDK Contact:	Jessica Murison	Address:	0
Address:	101 W Colfax		
City:	Denver	City:	0
State:	CO	State:	0
Zip Code:	80202	Zip Code:	0
Telephone:	760-715-7194	Telephone:	0
Email:	HFDKinvoices@denvergov.org	Email:	0

Expenditure Categories	Total / Requ
Food and Supplies	
Program Operating Expenses	

Personnel	
Other Costs	
SUB-TOTAL BEFORE INDIRECT	
Indirect	\$
TOTAL THIS INVOICE	\$

<p><i>// We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice, been achieved.</i></p>	
Print Name, Title	Date