



PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the United States Department of Housing and Urban Development (HUD) for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Emergency Solutions Grant COVID Relief (ESGCR) Program. Notwithstanding any other provisions, payments to Contractor by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by Federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- B. ODOC has performed a risk assessment of the Contractor in accordance with federal guidelines. Associated requirements as may be required based on the result of the risk assessment may be included in the Special Conditions section of this contract.
- C. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system
- D. Revisions to the contract and the associated budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.
- E. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.
- F. This contract is for a twelve (12) month project but under certain circumstances and with ODOC approval, may possibly be extended.

3. ODOC

- A. ODOC will provide CARES Act ESGCR funding up to the total contract amount for the project priorities as follow:
 - (1) The priorities for the ESG CARES Act ESGCR supplemental funding include:
 - (a) To prevent, prepare for and respond to the coronavirus by supporting additional homeless assistance and homelessness prevention activities;
 - (b) To support additional homeless assistance and homelessness prevention activities; and
 - (c) To mitigate the impacts created by coronavirus under the Emergency Solutions Grants program as authorized under Subtitle B of Title IV of the McKinney-Vento



Homeless Assistance Act (42 U.S.C. 11371 et seq.).

- (d) To meet the terms of all performance and compliance with the ESGCR requirements.

4. CONTRACTOR

- A. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.
- B. In no event will any subcontractor incur obligation on the part of ODOC.
- C. The Contractor is responsible for ensuring that the respective recipients of the funds provided in this contract carry out their programs in compliance with the requirements of 24 CFR, Part 576, of the Federal Register.
- D. The Contractor will avoid involuntarily displacing lower-income persons. If such displacement is unavoidable, the Contractor shall take action to mitigate any adverse effects on these persons.

5. 2 CFR 200.331

Pursuant to 2 CFR 200.331 - All pass-through entities must:

- A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (a) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (b) Subrecipient's unique entity identifier;
 - (c) Federal Award Identification Number (FAIN);
 - (d) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;
 - (e) Subaward Period of Performance Start and End Date;
 - (f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;



ESGCR

II - 3 of 15

- (g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
- (h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
- (i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
- (k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (l) The rest of Section 200.331 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY CONTRACTOR

- A. Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all Federal, State and local statutes, regulations and other legal authority, all as modified from time to time that affect the use of said monies.
- B. Contractor must implement procedures to prevent any individual, family, business or other entity from receiving financial assistance from multiple sources for the same period of time for the same purpose and the total assistance received for that purpose is more than the total need for assistance. [Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C 5155) (Stafford Act)].
- C. Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:
 - (1) Non-Discrimination and Equal Opportunity
 - (a) Title VI of the Civil Rights Act of 1964, 42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.



- (b) The requirements of the Fair Housing Act (42 USC §§3601-19) and implementing regulations at 24 CFR Part 100.
 - (c) Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
 - (d) 42 USC §5309, which prohibits discrimination on the basis of race, color, familial status, national origin or sex in connection with funds made available pursuant to the Act. This section also prohibits discrimination on the basis of age and disability as provided in:
 - [1] Age Discrimination Act of 1975 (42 USC §§6101-07) and implementing regulations at 24 CFR Part 146.
 - [2] Section 504 of Rehabilitation Act of 1973 (29 USC §794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.
 - (e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
 - (f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
 - (g) Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this contract.
 - (h) 42 USC 11375(c)(7), which requires that, to the maximum extent practicable, Contractor shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.
- D. The Contractor shall require the shelter to certify and make known that use of the facilities and services are available to all on a nondiscriminatory basis. Where the procedures a shelter intends to utilize to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age, familial status, national



origin or disability within their service area who may qualify for them, the shelter must establish additional procedures that will ensure these persons are made aware of the facilities and services. Shelters must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability. (24 CFR Part 576.79(a)(6).

E. Drug-Free Workplace

- (1) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the Emergency Solutions Program. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

F. Affirmatively Furthering Fair Housing

- (1) Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

G. Discharge Policy

- (1) The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

H. The Contractor certifies that it is in compliance with 25 O.S. §1313(B).

I. The patent rights to any discovery or invention developed as part of the specific activity funded by CARES Act Emergency Solutions Grant CR funds shall belong to the United States Department of



Housing and Urban Development.

8. OTHER FEDERAL REQUIREMENTS (REHABILITATION ONLY)

A. No costs shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed below for release of funds. The Contractor shall submit to ODOC a "Request for Release of Funds and Certifications" form and required supporting documentation as follows:

(1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (when applicable)

(a) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activity of Administration located in 24 CFR 58.34(a)(3) is an exempt activity. Upon execution of this contract the activity of administration requires no further environmental review.

(b) Finding of Categorical Exclusion Exempt From 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of ODOC that the activities of Operations, Services and Prevention located in 24 CFR 58.35(b) are Categorically Excluded activities not subject to 58.5. Upon execution of this contract, these activities require no further environmental review (Refer to form "Request for Release of Funds and Certification").

(c) Rehabilitation and Non-Rehabilitation Projects: If funds provided by this contract are being passed through the Contractor to another entity, an agreement between the Contractor and the other entity setting forth the terms and conditions for use of said funds must be submitted to ODOC prior to disbursement of any funds and must also be kept on file by the Contractor. Said contract must be executed and in place within 30 days of the start date of this contract.

B. Labor Standards

(1) Contract Work Hours and Safety Standards Act (40 USC 327, et seq.), which requires overtime compensation. Regulations are at 29 CFR Section 5.

(2) The provision of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

C. Environment

(1) The Contractor's chief executive officer hereby assumes the



status of a responsible federal official under the National Environmental Policy Act of 1969 and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official.

D. Acquisition and Relocation

- (1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §§4601-4655. Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24, Subpart B.
- (2) Costs arising under the URA are eligible for federal financial assistance in the same manner and to the same extent as other program or project costs (see 42 U.S.C. 4631(a)).

E. Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801, et seq.), which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations are at 24 CFR Part 35; subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG.

F. Termination of Assistance

Section 415 of the Stewart B. McKinney Homeless Assistance Act, 42 USC §11375, as amended by Section 1402(d) of the Housing and Community Development Act of 1992, which requires the Contractor to establish and comply with a formal process for the termination of assistance to any individual or family.

9. HOLD HARMLESS CLAUSE

- A. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees, for all the hereinbefore described expenses, claims, actions, or amounts recovered.
- B. To the extent allowable by law, Subgrantee shall hold harmless ODOC, its agents, officers and employees from any loss or injury sustained either directly or indirectly as a result of exposure to COVID-19 and shall indemnify ODOC of the same from any claims made by third parties.



10. POLITICAL ACTIVITY

- A. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).
- B. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- C. No portion of the contract funds may be used for lobbying activities.
- D. Lobbying and Disclosure Requirements

To the best of the Contractor's knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- (2) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. NO-CONFLICT COVENANTS

- A. Contractor covenants that no officers or employees of any governing board of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.
- B. In addition to paragraph 10(a) above, Contractor shall assure that no agent, consultant or nonprofit recipient who receives funds from this contract and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for



himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter.

12. PUBLICATIONS AND OTHER MATERIALS

- A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- B. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

13. CONTRACT ADMINISTRATION

- A. Contractor shall comply with Treasury Circular 1075 (31 CFR Part 205) concerning cash management of Federal funds, and with ODOC requirements pursuant thereto, which are set forth in the **ODOC Contractors Implementation Manual**.
- B. The Contractor shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as directed otherwise in writing by ODOC as they relate to the application, acceptance and use of Federal funds, and with ODOC requirements pursuant thereto, which are set forth in the **ODOC Contractors Implementation Manual**.
- C. All contractual agreements between the Contractor and any primarily religious organizations receiving funds provided by this contract must include the following assurances in addition to, and not in substitution for, other provisions of this contract regarding the provisions of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program. The Provider:
- (1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and
 - (2) Agrees that, in connection with such essential services and operational costs:
 - (a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - (b) It will not discriminate against any persons seeking



ESGCR

II - 10 of 15

emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

- (c) It will provide no religious instructions or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this contract.

14. RELEASE OF FUNDS

- A. In the case of a rehabilitation project, funds provided by this contract shall not be expended until ODOC has issued an "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds and Certification" and all required Environmental Review documentation (when applicable) and Sponsor Shelter Agreement has been submitted.
- B. In the case of a non-rehabilitation project, funds provided by this contract will not be disbursed until ODOC has received the "Request for Release of Funds and Certification" and the sponsor shelter agreement where applicable.
- C. The Sponsor Shelter Agreement is to be submitted to ODOC if funds provided by this contract are being passed through the Contractor to another entity, this agreement setting forth the terms and conditions for use of funds must be submitted to ODOC within 30 days of contract start date. (When applicable) and if rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply with the building use and accessibility Environmental Review requirements as outlined in the **ODOC Contractors Implementation Manual**.

15. COMPENSATION TO CONTRACTOR

- A. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred either prior to or after the time period specified.
- B. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of a timely, properly executed Reimbursement Claim. The Contractor may submit a Reimbursement Claim as often as necessary to meet its financial obligations. All funds received shall be expended within three (3) days of receipt. The Contractor shall submit at least one Reimbursement Claim by the twentieth (20th) of the following month with the monthly ledger, regardless of whether or not funds have been expended that month.
- C. All requests for funds should be submitted to ODOC during the period funded, but required at minimum quarterly. A final claim may be submitted no later than 60 days after the final date of the period funded with monthly ledgers. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.



- D. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to Contractor to effect proper cash management.
- E. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§ 251, et seq.
- F. All funds provided for activities must be expended within 12 months of the contract start date.
- G. (Street Outreach Component.) Subject to the expenditure limits in 576.100 (b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this grant, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition § 576.2 (Also See Requirement 703 Eligible Activities). The eligible costs and requirements for the Street Outreach Component consist of such services listed in the companion **ODOC Contractors Implementation Manual**.
- H. (Emergency Shelter Component) Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements for the Emergency Shelter Component consist of such services listed in the companion **ODOC Contractors Implementation Manual**.
- I. (Homelessness Prevention) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in § 576.2 and have an annual income below 50% (percent) of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400. The eligible costs and requirements for



Homelessness Prevention consist of such services listed in the companion **ODOC Contractors Implementation Manual**.

- J. (Rapid Re-housing assistance component) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in § 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under §576.400. The eligible costs and requirements for Rapid Re-housing consist of such services listed in the companion **ODOC Contractors Implementation Manual**.
- K. [Homeless Management Information System (HMIS) Component] The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area. The eligible costs and requirements for Data Collection consist of such services listed in the companion **ODOC Contractors Implementation Manual**.
- (1). Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
 - (2). Paying staff travel costs to conduct intake; and
 - (3). Paying participation fees charged by the HMIS Lead, if the subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area’s HMIS.
- L. The Contractor may use up to 5.00 percent (5.00%) of the contract for administration of the approved activities.
- M. All or part of the funds provided by this contract may be distributed to nonprofit recipients, as identified in the approved application, for eligible activities.
- N. Only activities listed in this contract or in the companion **ODOC Contractors Implementation Manual** as eligible activities that can be charged to this grant.

16. PROCUREMENT

- A. Procurement, management and disposition of property acquired with contract funds shall be governed by Federal and State law, except as otherwise directed by ODOC in the **ODOC Contractors Implementation Manual**. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. 101, et seq.
- B. Materials acquired for construction purposes shall be deemed real



property once they have become a part of the construction.

17. RECORDS, REPORTS, DOCUMENTATION

- A. Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required by the **ODOC Contractors Implementation Manual**. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract period by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract. Requirements pertaining to the maintenance of records, reports and documentation are included in the companion **ODOC Contractors Implementation Manual**.
- B. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, the U. S. Department of Housing and Urban Development, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.
- C. Contractor shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with Emergency Solutions Grant funds and to ensure that the address and location of any family violence shelter project assisted with Emergency Solutions Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public. Requirements pertaining to the development and implementation of required procedures are included in the companion **ODOC Contractors Implementation Manual**.
- D. During the contract period, the Contractor shall submit Monthly Progress Reports, two (2) six-month reports and one (1) Final Report to ODOC. The Contractor shall also submit a copy of their Final HMIS (or comparable database) Data Report CAPER Closeout Report in the HUD SAGE Repository online portal. The reports will be due as follows:
- (1) Monthly Progress Reports due by the 20th of each month, reporting information from previous month.
 - (2) Two (2) semi-annual Performance Reports due by the 25th of each respective month after each reporting period:
 - (a) July 2020 – December 2020 – Due January 25, 2021
 - (b) January 2021 – June 2021 – Due July 25, 2021
 - (3) August 29, 2021: Final Report (due with closeout)
 - (4) TBD: Date of SAGE report deadline will be determined after



ESGCR

II - 14 of 15

deadline from HUD has been received.

- E. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

18. CLOSING OUT OF PERIOD FUNDED

- A. Contractor shall promptly return to ODOC any funds received under this contract that are not expended as of the final date of the period funded. Funds shall be considered expended only if goods and services have been received as of the final date of the period funded.
- B. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.
- C. Contractor shall submit Closeout Documents in accordance with the forms and Requirement in the **ODOC Contractors Implementation Manual** no later than 60 days after the final date of the period funded or upon completion of the project.

19. AUDIT, RECAPTURE OF FUNDS, DISALLOWED COSTS

- A. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures as set forth in the **ODOC Contractors Implementation Manual Requirement 700**.
- B. The Contractor who passes through funds as a sponsor to an agency/shelter shall include the grant funds in the Contractor's audit process and report.
- C. The Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- D. In the event ODOC determines that a contractor is not complying with the requirements of the Contract, **ODOC Contractors Implementation Manual** or other applicable federal laws, ODOC may require that some or all of the grant funds be remitted to ODOC.
- E. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

20. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC. (Refer to **ODOC Contractors Implementation Manual Requirement 702**)

21. INTERPRETATION, REMEDIES

- A. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the



ESGCR

II - 15 of 15

administrative procedures available through ODOC rules established pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

- B. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by Contractor that exists or occurs later.
- C. The Contractor may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.

22. TERMINATION OR SUSPENSION

- A. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
 - (1) Failure of Contractor to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC requirements and issuances, or undue dilatoriness in executing its commitments under this contract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Submission by Contractor of incorrect or incomplete documentation pertaining to this contract.
 - (4) Undue dilatoriness by Contractor in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings and monitoring results.
- C. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.

23. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.