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FEI #73-6005350

PART I
SUMMARY

Contracting Agency: Department of Commerce
State of Oklahoma

Contractor: City of Norman

Contract Title: Emergency Solutions Grant (ESG)

Contract Number: 15189 ESG2 11

	<u>Allocation</u>	<u>Local Match</u>	<u>Total</u>
Amount:	\$84,031.00	\$84,031.00	\$168,062.00
Source Agency:	U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231.		
Funding Period:	July 1, 2012 through June 30, 2013 Funds from Fiscal Year 2011		

Submit Requisitions to:	Issue Payment to:
Community Development Oklahoma Department of Commerce 900 North Stiles Oklahoma City, OK 73104-3234	City of Norman P.O. Box 370 Norman, OK 73070-0370

Agreement Components: Part I - Summary and Signatures
Part II - Terms and Conditions

Project Description: Provide funds for Food and Shelter, Inc. to benefit
homeless individuals and families.

SIGNATURES--EXECUTION OF CONTRACT AGREEMENT

The rights and obligations of the parties to this contract are subject to and
governed by Part II - Terms and Conditions.

EXECUTED BY:

City of Norman

Signature

Cindy Rosenthal, Mayor

Typed Name & Title

Date

August 14, 2012

EXECUTED BY:

Oklahoma Department of Commerce

Vaughn Clark, Director
Community Development

Date

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 8/8/12



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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 Emergency Solutions Grant 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. Any modifications to the contract and budget attached hereto and made a part hereof, other than the modifications set forth in paragraph 2(a) above, must be approved in writing, in advance, by ODOC.
- c. This contract is for a one (1) year project but, under certain circumstances and with ODOC approval, may possibly be extended.
- d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

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.



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5. 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.

6. 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 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



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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.
- c. 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).

d. 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



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- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

e. 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.

f. 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.

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

- h. The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

7. 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 required supporting documentation as follows:

- (1) Environmental Review: The Contractor shall complete an Environmental Review for each rehabilitation project (See Requirement 702).

- (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



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environmental review.

- (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 over-time 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 §11275) 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.



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8. HOLD HARMLESS CLAUSE

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.

9. 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



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contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. 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.

11. 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.

12. CONTRACT ADMINISTRATION

- a. Contractor shall comply with Treasury Circular 1075 concerning cash management of federal funds, and with ODOC requirements pursuant thereto, which are set forth in the ODOC Contractors Implementation Manual.
- b. Contractor shall comply with 24 CFR Part 85 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 24 CFR Parts 50 and 576 and OMB Circular A-87, Cost Principles for State and Local Governments, 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.



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- 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 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.

13. RELEASE OF FUNDS

- a. In the case of a rehabilitation project, funds provided by this contract shall not be obligated or expended until ODOC has issued a "Authority To Use Grant Funds". This notice shall not be issued until the Contractor has submitted a "Request for Release of Funds" and all required Environmental Review documentation and/or 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 RFROF 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. If rehabilitation (major or otherwise) is involved, the agreement must include a signed statement that will comply the building use and accessibility requirements as outlined in Requirement 703 of the ESG Implementation Manual.

14. COMPENSATION TO CONTRACTOR



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- 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. Contractor shall match funds provided under this contract, dollar for dollar, as set forth in its application. Contractor shall expend match funds proportionate to the expenditure of ESG funds monthly. Monthly submission of expenditure reports should reflect the expenditure of both match and ESG funds.
- c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds 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 an actual Monthly Expenditure Report by the twentieth (20th) of the following month, regardless of whether or not funds have been expended that month.
- d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than 60 days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the 60 days may be disallowed by ODOC.
- e. 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.
- f. 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.
- g. All funds provided for activities must be obligated within 120 days of the contract start date and expended within 12 months of the contract start date.
- h. (Homeless 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 30 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.

- i. (Rapid Rehousing 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.
- j. (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, including the costs of:
 - (1) Purchasing or leasing computer hardware;
 - (2) Purchasing software or software licenses;
 - (3) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
 - (4) Obtaining technical support;
 - (5) Leasing office space;
 - (6) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
 - (7) Paying salaries for operating HMIS
- k. 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;
- l. Paying staff travel costs to conduct intake; and
- m. 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.
- n. The Contractor may use up to 3.75 percent (3.75%) of the contract for administration of the approved activities.
- o. 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.



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- p. Only activities listed in this contract or in the companion Contractors Implementation Manual as eligible activities that can be charged to this grant.

15. 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 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.

16. 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.
- b. Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least four (4) 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 Shelter Grant funds will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public.
- d. During the contract period, the Contractor shall submit Monthly Progress Reports and one (1) Final Report to ODOC. The reports will be due as follows:
 - (1) Monthly Progress Reports due the 20th of each month, reporting information from previous month.
 - (2) June 30, 2013: Final Report (due with closeout).
- 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



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money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. 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 Contractors Implementation Manual no later than 60 days after the final date of the period funded or upon completion of the project.

18. AUDIT, DISALLOWED COSTS

- a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- b. Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- c. 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.

19. PROGRAM INCOME

Contractor shall account to ODOC for all program income resulting from this agreement. Disposition of program income will be determined by ODOC.

20. 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 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.

21. 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



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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.

22. 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.