



PART II - GENERAL TERMS AND CONDITIONS

1. CONTRACTOR

- a. The Contractor will provide the necessary personnel, facilities, supplies, equipment, and/or related sources and skills to accomplish the program described in Part I in accordance with the terms and conditions of this contract. 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, submitted to and accepted by the Oklahoma Department of Commerce (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 the provisions of this contract.
- b. All of the work and services required shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- c. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC.
- d. In no event will any subcontract or subcontractor incur obligation on the part of ODOC.
- e. Upon notification of meetings or training sessions scheduled by ODOC, the Contractor shall ensure the attendance of any person performing services under this contract whose presence is requested.

2. ODOC

ODOC will provide funding for the project as follows:

- a. The allocation of funds for this contract is based upon a base + formula allocation of funds as awarded by the U.S. Department of Health and Human Services' Office of Community Services for Fiscal Year 2011. Contractor shall receive funding for all counties designated as the Contractor's service area.
- b. ODOC may, at its discretion, provide additional funding to the Contractor. Contractor agrees that any discretionary funds provided are not considered a part of the Contractor's allocation by county and may be removed in whole or in part from this contract by modification on the part of ODOC in accordance with Part II, Paragraph 19 of this contract.
- c. ODOC shall perform monitoring and evaluation activities to assess the Contractor's financial and programmatic compliance and progress.

3. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to ODOC by the U.S. Department of Health and Human Services



(HHS) for the Community Services Block Grant (CSBG) Program. Notwithstanding any other provisions, payments to the 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 accord with such determination.

4. CONTRACT ADMINISTRATION

- a. The Contractor shall comply with Treasury Circular 1075, concerning cash management of federal funds and with ODOC requirements pursuant thereto.
- b. The Contractor shall comply with OMB Circular A-110 and OMB Circular A-122, except as directed otherwise by ODOC, as they relate to the application, acceptance and use of federal funds and with ODOC requirements pursuant thereto.
- c. Revisions to the Contractor's approved budget and work program shall be submitted to ODOC. The Contractor shall not utilize any revised budget or work program until notified in writing of its acceptance by ODOC.
- d. The Contractor shall give ODOC notice in writing of any actions or suits filed against the Contractor or any subcontractor in connection with implementation and administration of this contract.
- e. The Contractor shall procure and maintain fidelity bonds, in the amount determined by the Contractor's governing board, to cover losses of funds in case of misuse.
- f. The Contractor shall procure and maintain liability insurance to cover the operations of the Contractor. The amount of the coverage shall be determined by the Contractor's governing board.

5. 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 contract 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 timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations as long as expenditure reports are maintained in an up-to-date manner. 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.
- c. 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 the Contractor to effect proper cash management.
- d. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty



(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 sixty (60) days may be disallowed by ODOC.

- e. If a question arises as to the validity of any claim made under this contract, the General Rules of Practice and Procedure of the Oklahoma Department of Commerce, particularly the rules pertaining to Show Cause Hearings, OAC 150:1-15-1, et seq., shall apply.

6. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor shall maintain complete, up-to-date files containing:
 - (1) This contract and all subsequent revisions or modifications; and
 - (2) Implementation Manual and any subsequent amendments issued by ODOC.
 - (3) Office of Community Services (OCS) Information Memorandums issued by ODOC.
- b. The 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 records are required by ODOC's Contractors Implementation Manual previously received by the Contractor. The Manual is hereby annexed and incorporated and made a part of this contract. The Manual may be amended during the current contract year by ODOC.
- c. Contractor shall comply with Office of Community Services Information Memorandums when issued to the contractor by ODOC.
- d. The CAPTAIN On-line Data Management Systems is the tracking and reporting systems for ROMA (National Goals and Indicators). All agency programs must be entered. The Contractor may request approval to paper report specific programs utilizing National Performance Indicator (NPI) Outcomes of Efforts Forms. The previously received 2011 CSBG Request for Application guidelines and forms are hereby annexed and incorporated and made a part of this contract.
- e. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector or ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.
- f. The Contractor shall furnish program performance reports to ODOC as specified.
- g. The Contractor shall furnish ODOC with narrative reports, statistical reports and financial reports related to this contract in the forms and at such times as may be required by ODOC.



- h. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as ODOC deems necessary, permit authorized representatives of the State of Oklahoma and the federal government to have full access to and the right to fully examine all such materials.
- i. 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.

7. CLOSING OUT OF PERIOD FUNDED

- a. The Contractor shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded; however, funds may be accrued at the end of the contract or audit period for post-contract audit expenditures applicable to previous months of this contract.
- b. The Contractor shall submit closeout documents in accordance with the form in the Implementation Manual no later than sixty (60) days after the final date of the period funded.

8. AUDITING, 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. The cost of the audit of contract funds may be paid from this contract.
- c. In the event the 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.

9. PROCUREMENT

Procurement, management and disposition of personal property acquired with contract funds shall be governed by ODOC policies, which embody the principles of the Oklahoma Central Purchasing Act, 74 O.S. §§85.1-85.44C.

10. TRAVEL AND PER DIEM

All payments for travel-related costs, including per diem, incurred in performing this contract shall be by reimbursement only and shall be governed by ODOC policies, which embody the principles of the State Travel Reimbursement Act, 74 O.S. §§500.1-500.55.



11. EMPLOYEE BENEFITS

The 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.

12. PROGRAM INCOME

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

13. CERTIFICATIONS BY CONTRACTOR

- a. The 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, including ODOC policies and procedures, that affect the use of said monies. The Contractor recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- b. The Contractor specifically certifies and assures that:
 - (1) Equal Opportunity: No person shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program, project or activity funded in whole or in part with funds made available under the CSBG Act (42 USC §§9901, et seq.). Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §§6101, et seq.) or with respect to an otherwise-qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC §794) shall also apply to any such program or activity. 42 USC §9906(a).
 - (2) Appeals: The Contractor has and will follow procedures designed to guarantee equal access to program services and resources and to guarantee rights of appeal to resolve grievances of persons seeking services. 74 O.S. §5023 (2001).
 - (3) Board Membership: The membership of the Contractor's board is and will remain constituted in compliance with CSBG requirements. 42 USC §9904(c)(3).
 - (4) Linkages: The Contractor will establish linkages with other appropriate federal and State agencies or other deliverers of human resource and community-related services.
 - (5) Immigration and Nationality Act of 1986: The Contractor shall comply with the Immigration and Nationality Act of 1986 and the requirements of 8 CFR, Part 245A.
 - (6) Oklahoma Open Meeting and Open Records Acts: The Contractor shall comply with the statutory requirements of the Open Meeting Act, 25 O.S. §§301-314 (2005) and the



Open Records Act, 51 O.S. §§24A.1-24A.29 (2007).

- (7) Environmental Tobacco Smoke: Smoking shall not be permitted within any indoor facility owned, leased or contracted for and utilized by the Contractor for provision of educational services, library services, health care or day care for children under the age of 18, in accordance with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the "Pro-Children Act of 1994".
- (8) Faith-Based Initiative: The Contractor shall comply with 42 U.S.C.§9920 regarding contracting with faith-based groups to be paid with contract funds.
- (9) The Contractor certifies that it is in compliance with 25 O.S.§1313(B).

14. HOLD HARMLESS CLAUSE

The 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 the Contractor. The 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 the Contractor, the 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.

15. 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 contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- c. No contract funds may be used to provide voters or prospective voters with transportation to the polls or similar assistance in connection with an election or any voter registration activity. 42 USC §9904(c)(7).
- d. No portion of the contract funds may be used for lobbying activities in accordance with OMB Circular A-122, Attachment B, Paragraph B25 - "Lobbying".

16. NO-CONFLICT COVENANT

- a. The Contractor covenants that no members or employees of any governing board of the Contractor have any interest, direct or indirect, and that none shall acquire any such interest that would



conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

- b. The Contractor shall establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

17. 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 source in Part I) as administered by the Oklahoma Department of Commerce.

18. INTERPRETATION, REMEDIES

- a. In the event the terms or provisions of this contract are breached by either party or in the event 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 promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250-323.
- b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists or occurs later.

19. 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. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or his designee.



20. TERMINATION OR SUSPENSION

- a. The termination or suspension of this contract for cause shall be done pursuant to 45 C.F.R. § 96.92.
- b. Grounds constituting cause include but are not limited to:
 - (1) Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory 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) Contractor has submitted incorrect or incomplete documentation pertaining to this contract.
 - (4) The Contractor is unduly dilatory 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, the 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. The Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by the Contractor. ODOC may withhold payments due under this contract pending resolution of the damages.

21. 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.