



**CONTRACT FOR  
GRANT PROGRAM  
CFDA: XXXXX0000  
WITH  
SUPPLIER**

**SAMPLE GRANT CONTRACT**

Exhibit A - Contract Contact Sheet

Exhibit B - Transmittal of Closeout Documents

Exhibit C – Monthly Invoice Forms

# TABLE OF CONTENTS

## OFFICE OF JUVENILE JUSTICE PROGRAMS

### GRANT

## Contents

<b>OFFICE OF JUVENILE JUSTICE PROGRAMS FUNDING .....</b>	<b>1</b>
<b>I. TERM OF CONTRACT .....</b>	<b>1</b>
<b>II. COMPENSATION .....</b>	<b>1</b>
A. Claims Process.....	2
B. Budget Changes .....	2
C. Out of Funded Timeframe.....	2
D. Final Expenditure Claim.....	2
<b>III. GENERAL TERMS AND CONDITIONS .....</b>	<b>4</b>
A. Assignment and Subcontracting .....	4
B. Audit .....	4
C. Certifications.....	5
D. Civil Rights.....	6
E. Communications.....	7
F. Compliance with Laws, Statutes, and Regulations .....	7
G. Contract Modification.....	8
H. Contract Structure .....	9
I. Drug-Free Workplace.....	9
J. Duplicate Billing Prohibition .....	9
K. Extension Option .....	9
L. Indemnity.....	9
M. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation.....	10
N. Monitoring and Financial Compliance Review.....	11
O. No Employment Relationship .....	12
P. No Grant of Authority.....	12
Q. Prior Unmet Contractual Obligations .....	12
R. Records .....	12
S. Responsibility for Actions of Employees.....	12
T. Restriction on Advertising, Communications, Publications, Publicity and References.....	12
U. Severability .....	13
V. Termination .....	13
W. Unallowable Costs .....	14
X. Venue and Governing Law .....	14
<b>IV. SPECIAL TERMS AND CONDITIONS.....</b>	<b>14</b>
A. Certifications by Contractor .....	14
B. Compliance Requirements .....	15
C. Equipment.....	15
D. Grant Administration.....	15
E. Grievance .....	15
F. Liability .....	15
G. Contract Modifications.....	16
H. No-Conflict Covenant .....	16
I. Political Activity .....	16
J. Procurement .....	16
K. Program Income.....	17
L. Publications and Other Materials.....	17
M. Reports and Documentation .....	17
N. Travel and Per Diem .....	18

O.	Confidentiality .....	18
P.	References to Contractor Includes Subcontractors and Others Performing Work.....	18
<b>V.</b>	<b>GRANT REQUIREMENTS .....</b>	<b>18</b>
A.	Program Requirements .....	18
B.	Deadlines for Commencement and Operation .....	19
C.	Award Conditions .....	19
<b>VI.</b>	<b>SIGNATURES .....</b>	<b>32</b>

DRAFT

**STATE OF OKLAHOMA  
OKLAHOMA JUVENILE AFFAIRS  
CONTRACT FOR SERVICES UTILIZING  
OFFICE OF JUVENILE JUSTICE PROGRAMS FUNDING**

This agreement, including all attachments, exhibits, and documents incorporated by reference (the “Contract”), is hereby made between the Oklahoma Juvenile Affairs (“OJA”) and

**Supplier**

(“Contractor”) and constitutes the entire Contract between OJA and Contractor. No other representations are given nor should any be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

**WHEREAS**, OJA is the single agency of the State of Oklahoma designated to receive and administer grant funds pursuant to the Office of Juvenile Justice and Delinquency Prevention;

**WHEREAS**, OJA accepted Contractor’s application (the “Plan”), in response to a Request for Proposal (RFP) for Back to School Transition Programming. Programs will be funded with Title II Formula Grant funds; and,

**WHEREAS**, OJA’s approval of Contractor’s Plan recognizes Contractor as a sub-awardee / sub-grantee, capable of providing prevention planning and services for children, youth, and families.

**NOW, THEREFORE**, OJA and Contractor hereby agree as follows:

**I. TERM OF CONTRACT**

The Contract shall become effective XXXXXX, or the date of execution, whichever is later (“Effective Date”), and shall terminate on XXXXXX (the “Contract Term”). Work done before the Effective Date is at Contractor’s risk.

**II. COMPENSATION**

For and in consideration of the performance of this Contract, OJA agrees to pay Contractor an amount, including travel expenses, if budgeted, not to exceed \$XXXX.XX.

Funds made available pursuant to this Contract shall only be used to reimburse Contractor for expenses incurred during the Contract Term for the purposes and activities approved and agreed to by OJA and detailed in an approved Plan budget. Contractor acknowledges and agrees these funds may not be used for expenses incurred either prior to or after the Contract Term.

## A. Claims Process

1. OJA shall pay Contractor in accordance with this Contract upon receipt and approval by OJA of timely, properly executed requests for payment. Requests for payment must be accompanied by supporting documentation of expenses and will be verified against approved budget before payment. Monthly requests for payment shall be submitted by the 15<sup>th</sup> day of the following month.
2. Expenditures for each category shall be governed by the limitations in the Juvenile Justice and Delinquency Prevention Act (“JJDP A”) and applicable regulations; however, Contractor’s expenditures must conform to its certified budget proposal, which shall be approved by OJA prior to expending any funds.
3. If a question arises as to the validity of any request for payment, or insufficient or delinquent reporting under this Contract, OJA may suspend further payments until the question is resolved or required reports are received.
4. Upon notice by OJA of payments made to Contractor for non-compensable items, Contractor shall repay OJA within ten (10) business days. OJA may, in its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor. This withholding does not prevent Contractor from establishing the allowance of any such item of cost under the Contract as compensable.
5. In the event of termination or suspension, Contractor shall be entitled to payment for reasonable and necessary expenses that are otherwise valid and allowable obligations incurred in good faith prior to notice of such action. In the event of termination or suspension, Contractor shall reduce all obligations to a minimum, including prepaid expenses and other costs.

## B. Budget Changes

Prior approval is required for any budget changes. Contractor shall electronically submit a revised budget for OJA’s review and approval in accordance with OJA policy P-03-19-08-XX. Expenditures outside the existing budget are not allowed prior to OJA approval of the budget revision. Budget revisions submitted within forty-five (45) days of the end of the Contract Term will not be considered. Any budget revision approved by OJA shall be deemed a supplement to the approved Plan budget and incorporated into this Contract by reference.

## C. Out of Funded Timeframe

Contractor shall submit a Closeout Package, no later than sixty (60) days after the final date of the Contract Term. See Exhibit A – Transmittal of Closeout Documents. The Closeout Package may be accompanied by the Final Expenditure Claim.

## D. Final Expenditure Claim

A final request for payment must be electronically submitted to the OJA grant administrator no later than sixty (60) days after the Contract Term (the “Final Expenditure Claim”).

1. To be an allowable expense, funds must be expended or obligated during the Contract Term. Only claims for actual expenditures incurred shall be allowed. Any claim submitted after sixty (60) days shall be disallowed by OJA.
2. For services, funds shall be considered obligated as long as the services were rendered within the Contract Term and payment by Contractor occurs within sixty (60) days of the end of the Contract

Term.

DRAFT

3. For goods, funds shall be considered obligated as long as (i) Contractor ordered the goods in writing and obtained any required written approval from OJA within the Contract Term; and (ii) both delivery of the goods to and payment for the goods by Contractor occurs within sixty (60) days of the end of the Contract Term.

### **III. GENERAL TERMS AND CONDITIONS**

#### **A. Assignment and Subcontracting**

##### **1. Assignment**

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without written authorization from OJA's Executive Director or designee.

##### **2. Subcontracting**

Contractor understands and agrees that the services required under this contract shall not be subcontracted, in whole or in part, without written authorization from OJA's Executive Director or designee. If authorized, Contractor shall supply OJA with a copy of any subcontract issued. The terms of this Contract shall be included in each authorized subcontract and shall provide OJA with the authority to directly monitor the subcontractor's compliance with the terms of the subcontract.

The existence of a subcontract shall not relieve Contractor of any of Contractor's responsibilities in the performance of this Contract.

##### **3. Subcontract Modification**

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this Section III(A) shall apply.

#### **B. Audit**

##### **1. Federal Funds**

In accordance with 2 CFR § 200.501(a), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of § 200.501(a).

In accordance with 2 CFR § 200.501(b), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted for that year in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of § 200.501.

In accordance with 2 CFR § 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards ("GAGAS"). The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

##### **2. State Funds**

Corporations, both for-profit and non-profit, and governmental entities that receive \$100,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

### 3. Auditor Approval and Audit Distribution

Any audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of the auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to: [audits@oja.ok.gov](mailto:audits@oja.ok.gov), with a copy of the management letter to all audit findings, if applicable, within one hundred and sixty (160) days of the end of the Contract Term or renewal period, respectively. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to OJA, at the email address listed in this paragraph, for an extension citing the reason for the delay. If Contractor fails to timely provide annual audit report and management letter to all audit findings, if applicable, OJA reserves the right to recapture monies for claims paid to Contractor and suspend payment to Contractor for costs owed pursuant to this Contract.

## C. Certifications

Contractor certifies the following:

### 1. Debarment or Suspension

Contractor and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief that they and their principals or participants:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;
- b. have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and,
- d. have not, within a three (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.

### 2. Prohibition of State Employees Participating in the Development of the Contract

Pursuant to 74 O.S. § 85.42, the parties to this contract certify that no person involved in any manner in the development of this contract while employed by the State of Oklahoma



will be employed to fulfill any of the services provided for under the said contract.

### 3. Israel Boycott Certification

Pursuant to 74 O.S. § 582, Contractor hereby certifies that it does not currently boycott any goods or services from the Nation-State of Israel that constitute(s) an integral part of business conducted or sought to be conducted with the State of Oklahoma.

### 4. Energy Boycott Certification

Pursuant to 74 O.S. § 12005, Contractor hereby certifies that it neither (1) currently boycotts any energy companies nor (2) will boycott any energy companies during the term of this contract.

### 5. Non-Collusion Certification

Pursuant to 74 O.S. § 85.22, the undersigned Contractor certifies that neither Contractor nor anyone subject to its direction or control has 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 procuring this Agreement.

### 6. Non-Duplication (Uniqueness) Clause

Pursuant to 74 O.S. § 85.41(F), to the extent this Agreement covers professional services in which the final product is a written proposal, report, or study, the undersigned Contractor certifies it has not previously provided the contracted State agency or another State agency with a final product that is substantial duplication of the final product to be rendered under this Agreement.

### 7. E-Verify Clause

Pursuant to 25 O.S. § 1313, Contractor certifies that it and all approved subcontractors, whether known or unknown at the time this Contract is executed, awarded, or becomes effective, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (“E-Verify”) available at: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

## D. Civil Rights

Contractor shall comply, and will require any subcontractors to comply, with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, disability, or any other lawfully protected status in the performance of this Contract.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA, who will forward to the appropriate authorities. Further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s). Contractor also agrees to immediately notify OJA’s Advocate General in writing of any and all civil rights complaint(s) by persons receiving services under this Contract. Notifications to OJA’s Advocate General shall be sent by email to: [advocategeneral@oja.ok.gov](mailto:advocategeneral@oja.ok.gov).

## E. Communications

### 1. Notices

Except as otherwise provided in this Contract, all notices and requests required or permitted by this Contract shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified mail with postage prepaid, on the third (3rd) business day after the date on which it is mailed to the party at the address listed in Exhibit A.

The parties agree it is the responsibility of each party to maintain correct contact information. Parties may change their contact information by providing notice of such change pursuant to this section.

### 2. Next Business Day

In the event either party is required by this Contract to perform any action or delivery on a Saturday, Sunday, or any holiday observed by the Federal Reserve, such party may perform the action or delivery on the following business day.

### 3. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act. See 12A O.S. § 15-101 et seq.

## F. Compliance with Laws, Statutes, and Regulations

Contractor and any approved subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA. Contractor will comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Family Educational Rights and Privacy Act ("FERPA"), and any applicable regulations regarding the confidentiality of substance abuse treatment records in accordance with 42 CFR Part 2.

### 1. Choice of Law

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

### 2. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

### 3. Limitation of Liability

No provision of the Agreement, attachments to this Agreement, or documents incorporated into this Agreement by reference providing for a limitation of liability of OJA shall be enforceable against OJA except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

#### 4. Oklahoma Open Records Act

As a public body, OJA is subject to the Oklahoma Open Records Act (“ORA”). See 51 O.S. § 24A.1 et seq. While certain privacy interests of individuals are protected in specific exceptions to the ORA or in the statutes which authorize, create, or require the records, except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor a reasonable expectation that this information will be kept from public access. The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

#### 5. Family Educational Rights and Privacy Act

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Contractor acknowledges that, during the course of performing its contractual duties, it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

#### 6. Entire Agreement

This Contract, together with all attachments, exhibits, and schedules, constitutes the entire agreement between the parties. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. Contractor’s representations and certifications, including any completed electronically, are incorporated by reference into this Contract.

#### 7. Confidentiality

Contractor shall comply with all applicable federal and state laws and regulations to ensure that any confidential information, including personally identifiable information of youth and families served by Contractor, is safeguarded from any unauthorized, improper disclosure. Contractor agrees this confidentiality provision will survive the expiration or termination of this Contract.

#### 8. Lobbying

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of this Contract.

#### 9. E-Verification Policy and Procedure

To comply with federal regulations of the Immigration Reform and Control Act (“IRCA”), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. E-Verification is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

### G. Contract Modification

Any modification or amendments to this Contract must be in writing, agreed to by both

parties, and approved by OJA.

## H. Contract Structure

### 1. Headings

The headings contained in this Contract are for reference and convenience purposes only and shall not affect in any way the meaning or interpretation of this Contract, nor shall they be deemed a part of this Contract.

### 2. No Construction

This Contract is the product of negotiations between the parties and their respective counsel, has been jointly drafted, and shall not be construed for or against either party. This Contract shall be interpreted in accordance with the fair meaning of its language.

### 3. Waiver

The waiver of the breach of any term or provision of this Contract shall not operate as or be construed to be a waiver of any other or subsequent breach of this Contract.

## I. Drug-Free Workplace

Contractor agrees that Contractor and Contractor's employees and agents shall not engage in or allow the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing under this Contract. Contractor agrees to require all subcontractors under this Contract to abide by this provision.

Unless prohibited by law, Contractor shall maintain a policy for testing employees for the use of alcohol and illegal drugs.

## J. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under this Contract for which Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

## K. Extension Option

In addition to any option period that may be available, if, in the opinion of OJA's Executive Director, it is in the best interest of the State to extend this Contract, Contractor shall be notified of the Executive Director's intent at least thirty (30) days prior to the expiration date of this Contract. Contractor shall have fifteen (15) calendar days to respond to the Executive Director's intent to extend the term and period of performance of this Contract. If Contractor agrees to the extension, all terms and conditions including pricing of this Contract shall apply unless more favorable terms for the State have been negotiated.

## L. Indemnity

### 1. Non-Governmental Entities

Contractor shall indemnify and hold the Board of Juvenile Affairs and its members, OJA, and OJA's officers, directors, and employees harmless from any and all assessments, judgments, and claims, including for bodily injuries, property damages, and other liabilities, arising from Contractor's, or any authorized subcontractor's, actions, inactions, or other conduct related to or arising from this Contract, including but not limited to, costs,

including attorneys' fees, and legal and other reasonable expenses.

## 2. Governmental Entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort Claim Act, 51 O.S. §§ 151-200, Contractor agrees, to the extent allowed by law, to indemnify and hold the Board of Juvenile Affairs and its members, OJA, and its officers, directors, and employees ("Indemnified Parties") harmless from any and all bodily injuries, property damages, civil rights violations, deficiencies or liabilities resulting from any action, inaction or conduct on the part of Contractor or authorized subcontractor, or non-fulfillment of any term or condition of this Contract.

## 3. Notice and Cooperation

In connection with indemnification obligations under the Contract, Contractor agrees to furnish prompt written notice to OJA of any third-party claim. Contractor shall use counsel reasonably experienced in the subject matter at issue and approved by OJA, and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of this contract.

## 4. Coordination of Defense

In connection with the indemnification obligations under this Contract, when the State or OJA is a named defendant in any filed or threatened lawsuit, the defense of the State or OJA shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize Contractor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against OJA without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

# M. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

## 1. Insurance Coverage Requirement

As a condition of this contract, Contractor shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Contractor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Supplier may not commence performance hereunder until such proof has been provided.

## 2. Minimum Insurance Coverage Requirements

Additionally, Contractor shall ensure each insurance policy includes a notice of cancellation and includes the State of Oklahoma and OJA as certificate holder and shall promptly provide proof to the OJA of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under this contract is a continuing obligation until Contractor has no further obligation under this contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability.

The minimum acceptable insurance limits of liability are as follows:

- a. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- b. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate;
- c. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit each accident and a \$1,000,000 aggregate;
- d. Directors and Officers Insurance which shall include Employment Practices Liability as well as Contractor's Computer Errors and Omissions Coverage, if information technology services are provided under the contract, with limits not less than \$1,000,000 per occurrence;
- e. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits \$1,000,000 per occurrence; and,
- f. Sexual Abuse and Molestation Insurance with limits \$1,000,000 per occurrence.

### 3. Responsibility for Liability and Taxes

Contractor shall be entirely responsible for the liability and payment of taxes payable by or assessed to Contractor or Contractor's employees, agents and subcontractors, of whatever kind, in connection with this Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OJA nor the State shall be liable to Contractor, Contractor's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or OJA employee.

### 4. Notification of Claims

Contractor agrees to indemnify OJA, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under this Contract.

### 5. Limitation on Covered Entities

Clauses in which the State or OJA agrees to purchase liability insurance covering the subject matter of the Contract are void absent specific legislation, and clauses attempting to add a private entity as an additional insured on a policy purchased with public funds are prohibited.

## N. Monitoring and Financial Compliance Review

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Any inspection, investigation, or evaluation may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable

assistance necessary. All inspections, investigations, or evaluations performed by OJA will occur in such manner as not to unduly interfere with Contractor's performance of the services. Contractor agrees that OJA shall have access to and the authority to examine and copy all records related to services provided related to this Contract at any time during the period such records are required to be maintained or retained by Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

**O. No Employment Relationship**

In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

**P. No Grant of Authority**

Nothing in this Contract shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the service recipient, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the OJA.

**Q. Prior Unmet Contractual Obligations**

If there are previous contracts for this service, under this Contract, OJA has the authority to suspend payment to Contractor in the event Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to Contractor shall continue until such required documents are received by OJA.

**R. Records**

As used in this clause, "records" includes books, documents, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records commences before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**S. Responsibility for Actions of Employees**

The parties intend that each shall be responsible for their own acts or omissions, whether intentional or negligent. OJA shall be responsible for the acts and omissions of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

**T. Restriction on Advertising, Communications, Publications, Publicity and**

## References

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, media website, or any other media outlet concerning the work outlined or contemplated by this contract without first obtaining approval of OJA's Executive Director.

Contractor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by OJA. OJA may not be used as a reference for Contractor without the OJA Executive Director's prior approval.

## U. Severability

If any provision under this Contract, or its application to any person or circumstance, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## V. Termination

### 1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) days' written notice of the termination. If OJA is terminating, the Notice of Termination shall be written on agency letterhead. If Contractor is terminating, in addition to the notice requirements in Section III(C), a courtesy copy of the termination notice may be emailed to: [procurement@oja.ok.gov](mailto:procurement@oja.ok.gov), with the subject line as 'Notice of Termination.'

### 2. For Cause

If either party fails to comply with the terms and conditions herein, either party may, upon written notice of such noncompliance via Certified Mail, terminate this Contract. Such termination shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, OJA shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

### 3. Termination/ Contract Reduction Due to Lack of Funding

OJA may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

OJA shall notify Contractor of any such termination by certified mail. The effective date of termination shall be specified in the notice. In the event of such insufficiency, OJA will provide Contractor with at least thirty (30) days' written notice of termination.

In the event OJA experiences a budget reduction, revenue failure, or reallocates funding at its discretion, OJA may reduce this Contract. Notice of such reduction shall be sent in writing to Contractor.

### 4. Termination Due to Abuse

The Contract may be immediately terminated in the event OJA substantiates or receives



substantiation of allegations that Contractor willfully or negligently allowed citizens to be abused.

In addition, Contractor shall be subject to immediate cancellation of Contract for the following:

- a. Interfering with an abuse, neglect, or maltreatment investigation;
- b. Allowing its employees to interfere with an investigation or retaliating against any employee for reporting or cooperating in such investigation; or,
- c. Denying the assigned investigator immediate and direct access to Contractor employees, facilities, clients, places, or records of any type related to services provided under the Contract.

#### **W. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds for unallowable costs on this Contract or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

#### **X. Venue and Governing Law**

This Contract is to be construed under the laws of the State of Oklahoma and Contractor agrees that the venue for any litigation arising out of this Contract shall be in the District Court of Oklahoma County, Oklahoma.

### **IV. SPECIAL TERMS AND CONDITIONS**

#### **A. Certifications by Contractor**

Contractor expressly agrees to be solely responsible to ensure that the use of monies received pursuant to this Contract complies with all applicable federal, state, and local statutes, regulations, any other legal authority, and OJA policies. Pursuant to Section IV(P) of this Contract, Contractor recognizes that it is responsible for ensuring financial and programmatic compliance by its approved subcontractors.

Contractor certifies and ensures that it will comply with the following:

##### **1. Civil Rights**

- a. Title XVIII, Section 815(c) of the Justice System Improvement Act (JSIA), as amended;
- b. Title 15 U.S.C. § 631(h) and Executive Order 12608, as amended, requiring recipients of federal financial assistance to take appropriate affirmative action in support of women's business enterprises;
- c. 28 C.F.R. Part 42, including any applicable requirements in Subpart E related to an equal employment opportunity program;
- d. 28 C.F.R. Part 54 related to nondiscrimination on the basis of sex in certain education programs;
- e. 28 C.F.R. Part 38 prohibiting specific forms of discrimination on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice; and,

- f. all applicable federal, state, and local statutes, regulations, any other legal authority, and OJA policies.

## 2. Disadvantaged Youth

Pursuant to 42 U.S.C. § 5633(a)(16), Contractor must require that assistance be available on an equitable basis to deal with disadvantaged youth, including but not limited to females, minority youth, and intellectually challenged, emotionally or physically handicapped youth.

## 3. Privacy

Contractor must adhere to all applicable federal, state, and local statutes, regulations, and any other applicable legal authority, including the provisions of 34 U.S.C. § 11133(26), requiring confidentiality of records containing the identity of individual juveniles. Pursuant to Section IV(P) of this Contract, Contractor recognizes that it is responsible for ensuring compliance by its approved subcontractors. Contractor understands and agrees this provision shall survive indefinitely, and Contractor's obligations regarding confidentiality are not extinguished at the termination of this Contract.

## B. Compliance Requirements

Contractor agrees to comply with all Department of Justice ("DOJ") and JJDPA requirements, including organizational audit requirements of the appropriate Office of Management and Budget ("OMB") Circular, as further described in the DOJ Grants Financial Guide, available at

<https://www.ojp.gov/funding/financialguidedoj/overview>, incorporated by reference.

## C. Equipment

Contractor certifies to OJA, as the awarding agency of Grant Funds, that Contractor shall use all equipment and supplies purchased with Grant Funds for criminal justice purposes. Contractor shall purchase, manage, and dispose of all supplies and equipment acquired with Grant Funds pursuant to the provisions of 2 C.F.R. § 200.313.

## D. Grant Administration

Contractor shall comply with OJA policy P-03-19-08, Treasury Circular 1075, and 28 C.F.R. §§ 66.20- 66.26, concerning cash management and administration of federal funds.

Contractor shall comply with OJA policy P-03-19-08 and applicable OMB circulars on administrative requirements and on cost principles, except as otherwise directed by OJA, as they relate to the application, acceptance, and use of federal funds.

## E. Grievance

If applicable, Contractor shall operate a system for resolution of grievances by recipients of the services provided under the Contract regarding the substance or application of any written or unwritten policy or rule, any decision, behavior, or action by Contractor, its agents, or employees. The grievance system used by Contractor shall be subject to approval by OJA.

## F. Liability

Each party shall be responsible for its own negligence, if any, in the delivery of services

pursuant to the Contract. By executing this Contract, neither party assumes any liability for acts or omissions of the other. Contractor shall not be relieved of liability to OJA for damages sustained by OJA by virtue of any breach of the Contract by Contractor. OJA may withhold payments due under Contract pending resolution of the damages.

Contractor shall give OJA immediate written notice of any actions or suits filed against Contractor or approved subcontractor in connection with implementation and administration under this Contract.

#### G. Contract Modifications

In addition to the requirements set forth in Section III(H), the Contract is subject to such modification as may be required by federal or state law or regulation.

#### H. No-Conflict Covenant

Contractor covenants that no officers, members, or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of the Contract. Contractor further covenants that in the performance of the Contract, no person having any such interest will be employed by it.

#### I. Political Activity

All employees of Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act Reform Amendments of 1993, Pub. L. 103-94, October 6, 1993, 107 Stat. 1001.

No portion of the Grant Funds shall be used for any political activity or to further the election or defeat of any candidate for public office.

No portion of the Grant Funds shall be used for lobbying activities.

#### J. Procurement

1. Purchases under \$5,000 (Sometimes Referred to as Small Purchase): Contractor shall ensure that price is fair and reasonable.

2. Purchases between \$5,000 and \$25,000 (Sometimes referred to as Phone Solicitation): Contractor shall solicit price quotations from a minimum of three suppliers based on written specifications. Contractor shall maintain written documentation of supplier responses. If quotations are taken verbally, Contractor shall produce written documentation of supplier responses. If quotations are taken verbally, Contractor shall produce a written account of suppliers' responses. At a minimum, the documentation of such a purchase shall include the following: Clear definition of the deliverable (product or service specifications), delivery date(s), number, name of person supplying responding solicitation, and date of solicitation response. Award shall be made to the lowest and best responsive supplier.

3. Purchase between \$25,000.01 and \$100,000 (Sometimes Referred to as Written Quotes): Contractor shall solicit written quotes from at least ten qualified suppliers. A full description of the goods or services shall be included with the request for the quote. At a minimum, the request for quotes shall request the following information: Total cost (net of any shipping charge, handling fee, installation charge, etc.), supplier address, supplier telephone number, name and signature of person supplying the quote, and date

of the quotation. Award shall be made to the lowest and best responsive supplier.

4. Sole Source/Sole Brand Purchases (over \$5,000):

Contractor shall certify that the acquisition is only available from a single vendor or manufacturer. This method should rarely be used since there are very few goods or services that are only available from a single source. On all sole source or sole brand purchases, Contractor shall perform a market analysis verifying the sole source/sole brand and document the specifications or scope of work based on the salient characteristics of the acquisition without reference to a specific brand or vendor.

**K. Program Income**

In the event Contractor receives funds from a third-party for work and / or services provided pursuant to this Contract ("Program Income"), Contractor shall only use Program Income to supplement or reduce program costs. Program Income may only be used for allowable program costs and must be expended during the Contract Term the Program Income was received. If Program Income is not used to supplement or reduce program costs during the Contract Term the Program Income was received, it must be refunded to OJA.

**L. Publications and Other Materials**

No material produced in whole or in part under the Contract shall be subject to copyright in the United States or any other country. OJA shall have authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under the Contract, provided, however, that the confidentiality of information regarding applicants, participants, and their immediate families shall be maintained.

Any publication or other material produced as a result of the Contract shall include, in a prominent location on the first page, the following statement:

"This [type of material] was financed in whole or in part by funds from the United States Department of Justice as administered by the Oklahoma Juvenile Affairs."

Contractor shall comply with all other publication requirements contained in the DOJ Grants Financial Guide, available at <https://www.ojp.gov/funding/financialguidedojo/overview>, incorporated by reference, and all applicable federal and state requirements.

Prior to publishing any material, Contractor must receive written approval from OJA.

**M. Reports and Documentation**

Contractor shall maintain thorough documentation that properly accounts for the receipt and expenditure of all Grant Funds and Program Income, if applicable. All such records and accounts shall be made available to OJA upon request for inspection for use in carrying out its responsibilities for administration of the funds.

Contractor shall timely furnish narrative reports, statistical reports, and financial reports related to the Contract to OJA upon request. Contractor shall provide such reports in OJA's preferred format, which OJA will provide to Contractor prior to any such request.

As Contractor provides fiscal and programmatic oversight regarding this award, Contractor shall submit quarterly progress reports to OJA on its fiscal and programmatic oversight. Progress reports are due on fixed dates quarterly: October 15, January 15, April 15, and July 15 each year. Within thirty (30) days of the Effective Date, OJA will provide Contractor with the appropriate form for Contractor's progress reports.

Contractor shall verify expenditures monthly. Contractor must submit a Monthly Financial Status and Expenditure Report to OJA no later than the 15th of each month for the prior month's expenditures. OJA shall provide the Monthly Financial Status and Expenditure Report format and / or form to Contractor within thirty (30) days of the Effective Date.

#### **N. Travel and Per Diem**

All payments for travel-related costs, including per diem, incurred in performance of the Contract shall be by reimbursement only and shall be in accordance with the State Travel Reimbursement Act, 74 O.S. 500.1, *et. seq.*

Contractor claims for travel-related costs shall be submitted no later than the 15th of the month for any expenditure incurred during the prior month.

#### **O. Confidentiality**

Contractor shall comply with all applicable federal and state laws and regulations to ensure that any confidential information, including personally identifiable information of youth and families served by Contractor, is safeguarded from any unauthorized, improper disclosure. Contractor agrees this confidentiality provision will survive the expiration or termination of this Contract.

#### **P. References to Contractor Includes Subcontractors and Others Performing Work**

References in this Contract to Contractor shall include Contractor's employees, agents, consultants, or approved subcontractors of any and all tiers, vendors, and where applicable, any persons to or with whom

Contractor makes agreements for performance related to this Contract, and the employees and agents of those persons.

### **V. GRANT REQUIREMENTS**

#### **A. Program Requirements**

Contractor shall accomplish the project detailed in the Plan in accordance with the terms and conditions of the Contract. All work and services required under the Contract shall be performed by Contractor, and all personnel engaged must be fully qualified and authorized under federal, state, and local law to perform such work and services. Contractor agrees all work and services required under the Contract will be performed in a professional and workman-like manner in accordance with applicable professional standards. Contractor shall discharge its duties under this Contract with the care, prudence, and diligence that a prudent professional acting in a like capacity and familiar with such work and services would use in the conduct of an enterprise of like character and with like aims, in accordance with the provisions of the Contract.

##### **1. Written Evaluation of Services**

Upon demand, Contractor shall provide OJA copies of all evaluations, performance reviews, policies, management reports, or audits performed by any entity within ten (10) days of the request.

##### **2. Employee and Applicant Information**

Contractor shall have written policies and procedures regarding background information and verifying references for all employees and employment applicants working or providing services pursuant to this Contract. Background checks shall be completed on all of Contractor's staff working or providing services pursuant to this Contract prior to

Contractor performing work or services under this Contract. The policies and procedures must be submitted to OJA for review no later than thirty (30) days from the Effective Date. Any perceived deficiencies in policy as it pertains to staff performing services under this Contract shall be identified and submitted to Contractor. Contractor shall have fifteen (15) business days to either provide OJA with a corrective action plan to remedy the deficiency or cure the deficiencies and submit proof of Contractor's cure to OJA.

## **B. Deadlines for Commencement and Operation**

### **1. Commencement within Sixty (60) Days**

If a project has not commenced within sixty (60) days of the Effective Date, Contractor must provide a written report to OJA detailing the steps taken to initiate the project, the reasons for the delay, and the expected start date.

### **2. Operational within Ninety (90) Days**

If a project is not operational within ninety (90) days of the original start date of the effective date, Contractor must submit a written statement to OJA explaining the implementation delay. Upon receipt of the written statement, OJA may cancel the project and request Federal agency approval to redistribute the funds to other project areas. OJA may also, where extenuating circumstances warrant, extend the implementation date of the project past the ninety (90) day period. When this occurs, the appropriate contract files and records must so note the extension.

## **C. Award Conditions**

### **1. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds**

Contractor must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes, which are incorporated by reference.

Should a question arise as to whether a particular use of federal funds by Contractor would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJA for guidance, who will in turn contact the Office of Justice Programs (OJP), and Contractor may not proceed without the express prior written approval of OJA.

### **2. Requirements of the Award; Remedies for Non-Compliance or for Materially False Statements**

The provisions contained in this Contract are material requirements. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this Contract.

Limited Exceptions: In certain special circumstances, OJA may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the Contract. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, will come from one of two places: (i) exceptions are (or will be during the period of performance) set out through the OJP webpage entitled "Legal Notice: Special circumstances as to particular award conditions" (<http://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), incorporated by reference into this Contract; and (ii) any other exceptions will be detailed in a written notice from OJA to Contractor.

By entering into this Contract on behalf of Contractor, the authorized Contractor official accepts all material requirements, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of Contractor that relate to conduct during the period of performance.

Failure to comply with one or more Contract requirements – whether a condition set out in full in this Contract, a condition incorporated by reference, or an assurance or certification related to conduct during the Contract – may result in OJA taking appropriate action with respect to Contractor and this Contract. Among other things, OJA may withhold funds, disallow costs, or suspend or terminate this Contract.

Any materially false, fictitious, or fraudulent statement to the federal government related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision or requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Contract.

### 3. Effect of Failure to Address Audit Issues

Contractor understands and agrees that OJA may withhold funds, or may impose other related requirements, if, as determined by OJA, OJP, or DOJ, that Contractor does not satisfactorily and

promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Contract), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### 4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this Contract.

For more information and resources on the Part 200 Uniform Requirements as they related to OJP awards and this Contract as a subaward, see the OJP website at: <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the Contract that Contractor must retain – typically for a period of three (3) years from the date of submission of the Final Expenditure Claim or the Closeout Package, whichever is later, unless a different retention period applies – and to which the Contractor must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that a Contract-related question arises from documents or other materials prepared or distributed by OJA or OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, Contractor must contact OJA promptly for clarification.



5. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

Contractor must promptly refer to OJA any credible evidence that a principal, employee, agent, or any other person has, in connection with funds related to this Contract (i) submitted a claim that violates the False Claims Act; or (ii) committed a criminal or civil violation or laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Once notified, OJA will promptly contract the DOJ Office of the Inspector General (OIG).

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Contract should be reported to OJA immediately. OJA will then report that information to the OIG by (i) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (ii) mail directed to U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (iii) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Non-Discrimination

Contractor must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Currently, Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well

as rules and requirements that pertain to Contractor that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Requirements Related to "De Minimis" Indirect Cost Rate

Contractor that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJA, who will in turn notify OJP, in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to Modified Total Direct Costs ("MTDC") as defined by the Part 200 Uniform Requirements.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Contractor must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements,



where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appear in the DOJ Grants Financial Guide (currently section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

9. Requirement for Data on Performance and Effectiveness Under the Award

Contractor must collect and maintain data that measure the performance and effectiveness of work under this Contract. The data must be provided to OJA in the manner (including within the timeframes) specified by the Plan. If the Plan does not clearly specify timeframes or the manner in which to provide the data to OJA, OJA will notify Contractor of the specific timeframes and the manner in which Contractor will provide data to OJA within thirty (30) days of the Effective Date. Data collection supports compliance with the Government Performance and Results Act (“GPRA”) and the GPRA Modernization Act of 2010, and other applicable laws.

10. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the Contract. Contractor agrees to comply with the DOJ Grants Financial Guide, which is incorporated by reference.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Non-Discrimination

Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that Contractor, if covered, must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

12. Determination of Suitability to Interact with Participating Minors

Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and is incorporated by reference.

13. Requirement to Disclose Whether Contractor is Designated “High Risk” by a Federal Grant-Making Agency

If Contractor is designated “High Risk” by a federal grant-making agency, currently or at any time during the course of the period of performance under this Contract, Contractor must disclose that fact and certain related information to OJA at [ojdpgrants@oja.ok.gov](mailto:ojdpgrants@oja.ok.gov), who will in turn notify OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, High Risk

includes any status under which a federal awarding agency provides additional oversight due to Contractor's past performance, or other programmatic or financial concerns with Contractor. Contractor's disclosure must include the following: (i) the federal awarding agency that currently designates Contractor as high risk; (ii) the date Contractor was designated high risk; (iii) the high-risk point of contact at the federal awarding agency (name, phone number, and email address); and (iv) the reasons for the high-risk status, as set out by the federal awarding agency.

#### 14. Employment Eligibility Verification for Hiring under Contract

##### a. Contractor must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Funds, Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Contractor who are or will be involved in activities under this Contract of both:
  - a) this Contract requirement for verification of employment eligibility, and
  - b) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this provision to be notified of the Contract requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Contract (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Contract provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

##### b. Monitoring

Pursuant to Section IV(P) of this Contract, Contractor's monitoring responsibilities include

monitoring of approved subcontractors' compliance with this Contract.

##### 1) Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, Grant Funds may be obligated for the reasonable, necessary, and allocable costs, if any, of actions designed to ensure compliance with this Contract. Prior to expenditure of any funds under this provision, Contractor must contact OJA for clarity and approval.

##### 2) Rules of Construction

##### 3) Staff Involved in the Hiring Process

For purposes of this Contract, persons "who are or will be involved in activities under this Contract" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part)

with Grant Funds.

4) Employment Eligibility Confirmation with E-Verify

For purposes of satisfying the requirement of this provision regarding verification of employment eligibility, Contractor may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of Contractor uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Non-confirmation” or a “Final Non-confirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Funds.

5) “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

6) Nothing in this Contract shall be understood to authorize or require Contractor or any person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law.

7) Nothing in this provision shall be understood to relieve any Contractor or any person or other entity of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to Department of Homeland Security (DHS). For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this provision should be directed to OJA prior to Contract execution.

15. Reclassification of Various Statutory Provisions to a New Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this Contract to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in this Contract, references set out in material incorporated by reference, and references set out in other Contract requirements.

16. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

Contractor or entity that receives any Grant Funds under or in connection with this Contract shall not require any employee to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the

reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by OJA, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

In entering this Contract, Contractor:

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees from reporting waste, fraud, or abuse as described above; and
  - 1) certifies that, if it learns or is notified that it is or has been requiring its employees to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Grant Funds, will provide prompt written notification to OJA, who will in turn notify the federal agency responsible for the Grant Funds, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJA.
  - c) If Contractor does or is authorized under this Contract to make subcontracts, procurement contracts, or both,
    - (1) it represents that:
      - (a) it has determined that no other entity that the Contractor's application proposes may or will receive Grant Funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees from reporting waste, fraud, or abuse as described above; and
      - (b) it has made appropriate inquiry, or otherwise has an adequate factual basis to support this representation; and
    - (2) it certifies that, if it learns or is notified that any approved subcontractor that receives funds under this Contract is or has been requiring its employees to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Grant Funds to or by that entity, will provide prompt written notification to OJA, who will in turn notify the federal agency responsible for the Grant Funds, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJA.

#### 17. OJP Training Guiding Principles

Any training or training materials that Contractor develops or delivers in accordance with the services provided under this Contract must adhere to the OJP Training Guiding

Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>, which is incorporated by reference.

18. Requirement to Report Potentially Duplicative Funding

If Contractor currently has active awards of federal funds, or if Contractor receives an award of federal funds during the life of this Contract, Contractor must promptly determine whether funds from any of the federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which Grant Funds are provided under this Contract. If so, Contractor must promptly notify OJA, who will in turn notifying the DOJ awarding agency, in writing of the potential duplication, and, if requested by OJA, must seek and OJA must approve a budget modification, a modification to Contractor's Plan, or both to eliminate any inappropriate duplication of funding.

19. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related a federal grant.

Contractor must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Contract, Contractor should contact OJA, who will in turn contact the DOJ awarding agency, if necessary, for guidance.

20. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJA Authority to Terminate Contract)

Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractor or individuals defined (for purposes of this condition) as "employees" of Contractor.

The details of Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference.

21. Potential Imposition of Additional Requirements

Contractor agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency during the life of the Contract, if Contractor is designated as "high-risk" for purposes of the DOJ high-risk list.

22. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information ("PII")

Contractor must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if Contractor (i) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “Personally Identifiable Information (PII)” (2 C.F.R. 200.1) within the scope of this Contract, or (ii) uses or operates a “Federal information system” (OMB Circular A-130). Contractor’s breach procedures must include a requirement to report actual or imminent breach of PII to OJA, who will in turn report it to an OJP Program Manager, no later than 12 hours after an occurrence of an actual breach or the detection of an imminent breach.

23. Requirements Related to System for Award Management and Universal Identifier Requirements

As the grantee of the award, OJA must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Contractor, as a sub-grantee, must also comply with applicable requirements regarding SAM, which includes providing Contractor’s unique identifier to OJA.

The details of the SAM obligations and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), which is incorporated by reference.

24. Compliance with Restrictions on the Use of Federal Funds – Prohibited and Controlled Equipment

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety,” OJP prohibits the use of federal funds for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires OJA and Contractor to put in place specified controls prior to using federal funds, including Grant Funds pursuant to this Contract, to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP website at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), which are incorporated by reference.

25. Restrictions on “Lobbying”

In general, as a matter of federal law, federal funds awarded by OJP, including the Grant Funds utilized pursuant to this Contract, may not be used by OJA or Contractor either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. *See* 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Further, federal law generally prohibits federal funds awarded by OJP, including Grant Funds utilized pursuant to this Contract, from being used by OJA or Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such



award. *See* 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by Contractor would or might fall within the scope of these prohibitions, Contractor is to contact OJA, who will in turn contact OJP, for guidance, and Contractor may not proceed without the express prior written approval of OJA.

26. All Subawards (“Subgrants”) Must Have Specific Federal Authorization

OJA and Contractor must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), which are incorporated by reference.

27. Compliance with DOJ Regulations Pertaining to Civil Rights and Non-Discrimination – 28 C.F.R. Part 54

Contractor must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

Among other items, 28 C.F.R. § 54.140 contains notice requirements that Contractor must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

28. All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to [www.section508.gov](http://www.section508.gov) for more detail.

29. OJA, as the award recipient, must attend a cross-site grantee meeting of up to three (3) days, sponsored by the Office of Juvenile Justice and Delinquency Prevention (“OJJDP”), in each year of the project period at a location to be determined by OJJDP. At OJA’s request, Contractor may also be required to attend the cross-site meeting.

30. Cooperating with Monitoring

In addition to OJA’s monitoring requirements, Contractor agrees to cooperate with OJP monitoring of this Contract pursuant to OJP’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. Contractor agrees to provide OJA and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to this Contract and approved subcontracts, if any. Further, Contractor agrees to abide by reasonable deadlines set by either OJA or OJP for providing the requested documents. Failure to cooperate with OJP’s monitoring activities may result in actions that affect both OJA and Contractor’s DOJ awards, including this Contract, including: withholdings and/or other restrictions on access to and/or reimbursement using Grant Funds; referral to the DOJ OIG for audit review; designation of OJA and/or Contractor as a DOJ High Risk grantee / sub-grantee, respectively; or termination of OJA’s award(s), this Contract and/or Contractor’s federal awards, if any.

31. In addition to the other reports required under this Contract, Contractor shall submit semiannual performance reports. Performance reports shall be submitted within 15 days after the end of the reporting periods, which are June 30 and December 31, for the life of the Contract. Contractor shall submit these reports to OJA. For guidance on substance, Contractor shall contact OJA at least thirty (30) days prior to Contractor's first semiannual performance report due date.
32. Pursuant to Section II(C), Contractor agrees to submit a final report at the end of this Contract, documenting all relevant project activities during the entire period of support under this Contract. This report shall include detailed information about the Plan funded, including information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 60 days following the close of this Contract. Contractor shall submit this report to OJA. *See Exhibit C.*
33. OJJDP – Website Notice of Federal Funding and Disclaimer

In addition to the requirements under Section IV(L), any website that is funded in whole or in part using Grant Funds under this Contract must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from where a visitor may access or use a web-based service, including any pages that provide results or outputs from the service:

“This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).”

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of Federal Funding and Federal Disclaimer,” to the full text of the statement.

34. Integrity and Performance Matters: Requirement to Report Information on Certain Civil, Criminal, and Administrative Proceedings

Contractor must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this Contract or any award, grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards, including OJA, are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (currently, “FAPIS”).

The details of recipient obligations regarding the required reporting (and updating) information on certain civil, criminal, and administrative proceedings to the FAPIS within SAM are posted on the OJP website at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), which are incorporated by reference.

While Contractor is not required to report or update information contemplated under



this Section V(C)(34) to the FAPIIS within SAM pursuant to this provision, Contractor is required to report and update information contemplated under this Section V(C)(34) to OJA within a reasonable timeframe from initial discovery or the Effective Date, whichever is sooner.

### 35. FFATA Reporting: Subawards and Executive Compensation

OJA must comply with applicable requirements to report first-tier subgrants of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five (5) most highly compensated executives of both Grantees and Sub-Grantees of Grant Funds, including OJA and Contractor. The details of OJA's obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), which are incorporated by reference.

This condition, including its reporting requirement, does not apply to (i) an award of less than \$30,000, or (ii) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

To assist OJA in its reporting requirements, Contractor agrees to provide OJA with the names and total compensation of the five (5) most highly compensated executives of Contractor within two (2) business days of the Effective Date.

### 36. Justification of Consultant Rate

This Contract does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by OJA, who will in turn submit and seek approval by the OJP program office, prior to obligation or expenditure of such funds.

### 37. Copyright; Data Rights

Contractor acknowledges that both OJA and OJP, as the DOJ awarding agency of the Grant Funds, reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works): (i) any work subject to copyright developed under this Contract and / or utilizing Grant Funds; and (ii) any rights of copyright to which Contractor purchases ownership under this Contract, through utilization of Grant Funds, and /or with Federal support.

Contractor acknowledges that both OJA and OJP, as the DOJ awarding agency of the Grant Funds, has the right to (i) obtain, reproduce, publish, or otherwise use the data Contractor first produced under this Contract and/or through utilization of Grant Funds; and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.277-14 (Rights in Data – General).

It is the responsibility of Contractor to ensure that the provisions of this condition are included in any approved subcontract of this Contract.

Pursuant to Section IV(P) of this Contract, Contractor has the responsibility to obtain all rights and data necessary to fulfill Contractor's obligations under this Contract from approved subcontractors. If a proposed subcontractor refuses to accept terms affording OJA and OJP such rights, Contractor shall promptly bring such refusal to the attention

of OJA, who will in turn notify the OJP program manager, and shall not proceed with the subcontract in question without further authorization from OJA.

**38. OJJDP – Printing and Publications**

In addition to the requirements under Section IV(L) and Section V(C)(33), Contractor shall submit to OJA, who will in turn submit to OJJDP, a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this Contract, for review, comment, and approval prior to publishing. In addition to other requirements under this Contract regarding printing and publication, any publication produced under this Contract and/or with Grant Funds must contain the following statement:

“This project was supported by Grant # 15PJDP-23-GK-06142-JRIX awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.”

All reports, publications, and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the Plan, formally prepared by Contractor for dissemination to the public.

39. The Project Director and/or any other key program personnel designated in the Plan shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJA, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJA and submission of resumes, unless otherwise designated in this Contract.

**40. Statement of Federal Involvement**

Due to the substantial Federal involvement contemplated in completion of this project, OJA has significant responsibilities for monitoring and reporting the program and its outcomes. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with OJA, and will actively monitor the project. In meeting programmatic responsibilities, OJA will be guided by the following principles: responsibility for monitoring the day-to-day operations of this project rests with Contractor in implementation of the Plan and the terms and conditions specified in this Contract. Responsibility for general oversight and redirection of the project, if necessary, rests with OJA in coordination with Contractor. In addition to its programmatic reporting requirements, Contractor agrees to provide necessary information as requested by OJA. Information requests may include specific submissions related to: performance, including measurement of project outputs / outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and / or coordination of related projects. Thus, Contractor understands and agrees that OJA, with assistance from Contractor, may be required to modify the Plan due to direction from OJP and OJJDP.

41. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event paid or reimbursed under this Contract, and the total cost of which exceeds

\$20,000, Contractor must provide OJA with the following information and itemized costs:

- a. name of event;
- b. event dates;
- c. location of event;
- d. number of federal attendees;
- e. number of non-federal attendees;
- f. costs of event space, including rooms for break-out sessions;
- g. costs of audio visual services;
- h. other equipment costs (e.g., computer fees, telephone fees);
- i. costs of printing and distribution;
- j. costs of meals provided during the event;
- k. costs of refreshments provided during the event;
- l. costs of event planner;
- m. costs of event facilitators; and
  - 1) any other costs associated with the event.
  - 2) Contractor must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed under this Contract:
    - n. meals and incidental expenses (M&IE portion of per diem);
    - o. lodging;
    - p. transportation to/from event location (e.g., common carrier, privately owned vehicle); and
    - q. local transportation (e.g., rental car, privately owned vehicle) at event location.

Note that if any item is paid for with registration fees, or any other non-Contract payment or reimbursement, that portion of the expense does not need to be reported.

Further instructions regarding how to determine costs are available in the DOJ Grants Financial Guide in the chapter on Conference Cost.

## **VI. SIGNATURES**

For the faithful performance of the terms of the Contract, the parties affix their signatures.

**OKLAHOMA JUVENILE AFFAIRS**

**SUPPLIER.**

By: \_\_\_\_\_  
Executive Director / Designee

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

DRAFT