



OKLAHOMA
OFFICE OF JUVENILE AFFAIRS

FY2023 CONTRACT
AMERICAN RESCUE PLAN ACT (ARPA)
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)
CFDA: 210270000
WITH
<<CONTRACTOR/SUBGRANTEE>>
RACHEL C. HOLT, EXECUTIVE DIRECTOR

Attachments:

Non-Collusion Statement

Attachment A - Purchasing Guidelines

Attachment B – Cash Management Principles

Attachment C – Claim Format

Exhibit A - Grant Application

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**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
CONTRACT FOR SERVICES UTILIZING
AMERICAN RESCUE PLAN ACT FUNDING**

This agreement, consisting of 33 pages (the “Contract”) and all attachments, is hereby made between the Office of Juvenile Affairs (“OJA”) and

<Contractor/Grantee>

(“Contractor”), and constitutes the entire Contract between OJA and Contractor and no other representations are given or should 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 administer grant funds pursuant to the American Recovery Plan Act from State and Local Fiscal Relief Funds approved by the Joint Committee on Pandemic Relief Funding through the Oklahoma Management and Enterprise Services (OMES) awarded under 400-YY001793 for Youth Services of Oklahoma; and

WHEREAS, OJA has accepted Contractor’s Application, attached hereto as Exhibit A and made a part hereof, (henceforth the “Plan”), for use of SLFRF from the Oklahoma Joint Committee on Pandemic Relief Funding administered to OJA by OMES and

WHEREAS, Contractor is a sub-grantee of OJA capable of utilizing the SLFRF in a manner consistent with the recommendations for public health prevention in congregate settings adopted by the Joint Committee on Pandemic Relief Funding on September 20, 2022, as outlined in this Contract.

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

I. TERM OF CONTRACT

For the base year, the Contract shall become effective from the latter of January 12, 2023 or the date of execution and shall terminate at the close of June 30, 2026, or when all contractual terms have been met, whichever occurs first. Work done before or after the effective date of the Contract is at the Contractor’s risk.

Funding shall be available based upon the timeline approved within the Contractor’s budget according to their schedule, with any fluctuations requiring prior approval by OJA in writing; OJA will submit a change order for those fluctuations based upon guidelines provided to OJA. OJA will notify the contractor if budget changes have been approved; no work outside of the approved budget can be conducted without written approval from OJA.

If Contractor does not wish to provide service to complete the contract, Contractor must give at least thirty (30) days written notice before the next timeline implementation and reimburse

any unused funds to OJA along with the written notice. If Contractor invokes the cancellation clause, OJA may request reimbursement of all or partial funds disbursed under this award.

II. COMPENSATION

For and in consideration of the performance of this Contract by Contractor, OJA agrees to pay Contractor an amount not to exceed \$ (where we will insert specific amount) pursuant to this Contract.

Funds made available pursuant to this Contract shall be used to reimburse Contractor for expenses incurred during the Contract period for the purposes and activities approved and agreed to by OJA and specified in Exhibit A . These funds may not be used for expenses incurred either prior to or after the time period specified within this contract.

A. Claims Process

1. Payment pursuant to this Contract may be made from monies made available to OJA under the SLFRF through OMES.
2. Claims must be submitted with details indicating the date work was performed or goods were received so that claims can align within appropriate FYs. If the contract continues over multiple FYs, claims for expenses for previous FY ending June 30th must be submitted within 60 days after June 30th. Making invoices due as follows:

FY2023: January 12, 2023 – June 30, 2023 – Claims due by August 29, 2023

FY2024: July 1, 2023 through June 30, 2024 – Claims due by August 29, 2024

FY2025: July 1, 2024 through June 30, 2025 – Claims due by August 29, 2025

FY2026: July 1, 2025 through June 30, 2026 – Claims due by August 29, 2026

3. The OJA shall pay Contractor in accordance with this Contract upon receipt and approval by OJA of timely, properly executed requests for payment. Requests must include details outlined in the cash management principles in Attachment B:
 - a. Copies of quotes or estimates for service providers, unpaid itemized invoices for proposed purchases, Purchase Orders, executed contracts or subaward agreements, or similar documents indicating upcoming receipt of items or services.
 - b. Contractor will submit proof of competitive bidding and document consideration of small, minority, women- and US-owned companies, where required.
 - c. Contractor will submit proof of Davis Bacon Act Requirements if applicable. Recipients of SLFRF provided by the State of Oklahoma Grantee for the purposes provided in this Agreement and expended for capital project(s) are not subject to Davis-Bacon requirements, provided that the SLFRF are the only funds expended for the capital project(s). Should the capital project(s) funded under this Agreement also receive funding from other state and/or federal sources, then the Davis-Bacon requirements may apply. Grantee is solely responsible for

determining the applicability of and compliance with Davis-Bacon requirements for all capital projects funded under this Agreement.

4. Expenditures for each category shall be governed by the limitations set forth in applicable state and federal regulations; however, Contractor's expenditures must conform to its certified budget proposal, which shall be approved in advance by OJA. A final request for payment must be submitted no later than sixty (60) days after the Contract period. The claim will be allowed only for payment of actual expenditures incurred. Any claim submitted after the sixty (60) days shall be disallowed by OJA.
5. 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.
6. In the event that any claim for payment submitted by Contractor and paid by OJA includes non-compensable items, Contractor shall repay OJA on demand. OJA may, in its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor without prejudice to Contractor's right to establish the allowance of any such item of cost under the Contract.
7. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to pay for reasonable and necessary expenses. Contractor shall reduce to a minimum all obligations, prepaid expenses and other costs.
8. In the event of termination or suspension, Contractor shall refund any pre-payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action.
9. Budget Changes:
Prior approval is necessary for any budget changes. Contractor shall submit a "Revised Budget" for OJA's review and approval. No expenditures outside the existing budget are allowed prior to OJA approval of the budget revision. Budget revisions submitted within forty-five (45) days of the end of the current Contract period will not be considered.

III. GENERAL TERMS AND CONDITIONS

A. Appeal

In the event any audit resolution, review, monitoring, or oversight results in the determination that OJA has overpaid Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the OJA Executive Director. The Office of Juvenile Affairs will consider the appeal before final action or reimbursement is sought by OJA. Payments under this Contract will continue while the appeal is pending unless this Contract is otherwise terminated, or payment has been suspended for other

reasons.

B. Assignment and Subcontracting

1. Assignment

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

2. Subcontracting

Contractor shall notify the appropriate OJA division administrator or designee in writing of any proposed subcontracting to this Contract, in whole or in part, of the services required under this Contract at least thirty (30) calendar days prior to the effective date of the subcontract. Contractor shall supply OJA with a copy of any subcontract issued at the time of such notification. The terms of this Contract shall be included in any subcontract, and shall provide that OJA shall have authority to directly monitor the subcontractor's compliance with the terms of this Contract and any subcontract.

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

3. Subcontract Modification

Any change to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this section B shall apply.

C. Audit

1. Federal Funds

a) In accordance with 2 CFR 200.501(a) a non-Federal entity that expends \$750,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

b) In accordance with 2 CFR 200.501(b) a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

c) In accordance with 2 CFR 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

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

The 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 (State), and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. The Office of Juvenile Affairs retains the authority to examine the work papers of the said auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to audits@oja.ok.gov with a copy, if applicable, of the management letter to all audit findings within six (6) months of Contractor's fiscal year end. 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 the email address listed in this paragraph for an extension citing the reason for the delay. The Office of Juvenile Affairs reserves the right to suspend payment to Contractor for costs owed pursuant to this Contract if OJA has not received Contractor's audit for the previous fiscal year.

D. Civil Rights

Contractor shall at all times 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, sex, gender identity, sexual orientation, age, military status, disability, or any other lawfully protected status in the performance of this Agreement.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, military status, disability or any other lawfully protected status after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA to be forwarded to the appropriate authorities. Contractor also agrees to immediately notify OJA's Advocate General of any and all civil rights complaint(s) by persons receiving services under this Contract; and further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s).

E. Compliance with Laws, Statutes, and Regulations

Contractor and any 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.

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 or attachments to this Agreement 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”), Sec 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 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 contract 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.

F. 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 request 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.

G. Contract Modification

Any modification or amendments to this Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

H. Certifications

Contractor Certifies to 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-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 this 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.

I. Drug-Free Workplace

Contractor also agrees that Contractor and the 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 consistent with OJA's rules, policies and procedures for drug and alcohol testing.

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. Employment Relationship

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

L. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor, its agents, vendors, officers, and employees, acknowledges that it may have, or may obtain, access to confidential protected health information, including, but not limited to individually identifiable health information. Contractor may use the protected health information solely to perform its duties and responsibilities under this Contract. Contractor shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the *Health Insurance Portability and Accountability Act of 1996* (HIPAA), Pub.L. No. 104-191, 110 Stat. 1936, as it may be amended.

M. Indemnity

1. Non-Governmental entities

Contractor shall indemnify and hold OJA and its Board Members, officers, directors, and employees, harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

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 OJA, and its Board Members, officers, directors, and employees, harmless from any and all bodily injuries and property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold OJA, and its Board Members, officers, directors, and employees, harmless from any and all claims for bodily injuries, property damages, or other

liabilities whatsoever arising from any subcontractor's actions, inaction, or other conduct related to or arising from this Contract.

N. Insurance

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

O. No Grant of Authority.

Nothing herein 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 OJA, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of OJA.

P. Monitoring and Financial Compliance Review

The Office of Juvenile Affairs, 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. Such inspections, investigations, or evaluations 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 shall be performed in such manner as will not unduly interfere with Contractor's performance of the services. The Office of Juvenile Affairs shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided at any time during the period such records are required to be maintained or retained by Contractor. The Office of Juvenile Affairs will not impose an unreasonable administrative burden on 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.

Q. Oklahoma Taxpayer and Citizen Protection Act of 2007

Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this Contract is executed or awarded, 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.dhs.gov/E-Verify.

R. Confidentiality

The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Agreement, 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, website, or any other media outlet concerning the work outlined or contemplated by this Agreement 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 Agency's prior approval.

S. Prior Unmet Contractual Obligations

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.

T. Records

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any 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 is started 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.

U. Responsibility for Actions of Employees.

The parties intend that each shall be responsible for its own intentional acts and negligent acts or omissions to act. OJA shall be responsible for the acts and omissions to act 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.

V. Severability

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

W. Taxes

Pursuant to applicable law, OJA shall not be liable under the Agreement to pay taxes assessed against Contractor or to reimburse Contractor for any taxes incurred by it

pursuant to its performance under the Agreement.

X. Termination

1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) day written notice of the termination. Notice may be provided via electronic (email) transmission of notice on letterhead.

2. For Cause

If Contractor fails to comply with the terms and conditions herein, OJA may, upon written notice of such noncompliance transmitted via Certified Mail or personal delivery to Contractor, cancel this Contract effective upon Contractor's receipt of notice as evidenced by proof of delivery. Such cancellation shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, then the State shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

In the event a Notice of Cancellation is issued, Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Management and Enterprise Services (OMES), Division of Capital Assets Management (DCAM), Central Purchasing Division.

3. Termination/ Contract Reduction Due to Lack of Funding

The Office of Juvenile Affairs 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. Reallocation of budgeted funds is at the sole discretion of OJA.

The Office of Juvenile Affairs shall notify Contractor of any such termination, by certified mail, return receipt requested, or in person with proof of delivery. The effective date of termination shall be specified in the notice. In the event of such insufficiency, Contractor will be provided at least fifteen (15) calendar days' written notice of termination.

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

Y. 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. The Office of Juvenile Affairs may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

Z. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

IV. SPECIAL TERMS AND CONDITIONS

A. Certifications by Contractor

Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this agreement complies with all federal, state and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies. Contractor thus recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.

Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations, and executive orders:

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 and Executive Order 12608, as amended, requiring recipients of federal financial assistance to take appropriate affirmative action in support of women's business enterprises.

2. Disadvantaged Youth

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

3. Privacy

Contractor must adhere to the provisions of 42 U.S.C. §5633(18), requiring confidentiality of program records containing the identity of individual juveniles.

B. Closing Out of Period Funded

Contractor shall submit a closeout package no later than sixty (60) days after the final date of the period funded. The closeout package may be accompanied by the final expenditure claim.

To be an allowable expense, funds must be expended or obligated during the contract period. For services, funds shall be considered obligated only if the services have been rendered as of the final date of the Contract period and payment by Contractor occurs within sixty (60) days of the end of the Contract period. For goods, funds shall be considered obligated only if Contractor has received them prior to the end of the

<<Contractor/Grantee>>

Contract period. Such obligations will be honored by OJA only if payment by Contractor occur within sixty (60) days of the end of the Contract period.

C. Compliance Requirements

Contractor agrees to comply with organizational audit requirements as outlined in the Uniform Guidance, 2 CFR Part 200.

Contractor agrees to comply with the American Rescue Plan Act of 2021, P.L. 117-2, March 11, 2021, as amended, as well as the US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

Contractor agrees to comply with the Uniform Guidance, 2 CFR Part 200.

Contractor agrees to monitor all subcontractors for performance and fiscal integrity. In addition, the Contractor shall monitor all subcontractors to assure that required audits are performed as outlined in the Uniform Guidance, 2 CFR Part 200.

D. Equipment and Real Property

Any purchase of supplies, equipment and/or real property with SLFRF must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D.

Contractor hereby certifies to OJA as the awarding agency of ARPA SLFRF that Contractor shall use all supplies, equipment, and real property purchased with ARPA SLFRF for the original authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

Contractor further certifies that it shall purchase, manage, and dispose of all supplies, equipment, and real property acquired with ARPA SLFRF pursuant to the provisions of 2 CFR 200.311 and 2 CFR 200.313. Contractor certifies it shall retain all records related to real property until seven (7) years after final disposition of the property

E. Grant Administration

Contractor shall comply with Treasury Circular 1075 and the Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities concerning cash management and administration of federal funds, and with OJA requirements pursuant thereto.

Contractor shall comply with applicable OMB circulars on administrative requirements and on cost principles, except as directed otherwise by OJA, as they relate to the application, acceptance and use of federal funds, and with OJA requirements pursuant thereto.

Contractor shall give OJA immediate notice in writing of any actions or suits filed against Contractor or any Subcontractor in connection with implementation and

administration of the ARPA SLFRF Funds.

F. Grievance

The 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 of the Contractor, or any decision, behavior or action by Contractor, its agents or employees. The grievance system used by Contractor shall be subject to approval by OJA.

G. Liability

The parties agree that each entity shall be responsible for its own negligence, if any, in the delivery of services pursuant to the Contract. Neither party, by executing the Contract, assumes any liability for acts of omission or commission 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.

H. Program Modifications

In addition to the requirements set forth in Section III. "General Terms and Conditions" part A, the Contract is subject to such modification as may be required by federal or state law or regulation.

I. 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.

J. 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.

K. Procurement

All purchases made by Contractor must conform to Attachment A.

L. Program Income

Contractor shall account to OJA for all program income. Program income must be used to supplement project costs or reduce project costs, or be refunded to the Federal government through OJA. Program income may only be used for allowable program

costs and must be expended during the award period.

M. 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 or their immediate families shall be maintained.

Any publication or other material produced as a result of the Contract shall include in a prominent location near the beginning the following statement:

“This [type of material] was financed in whole or in part by funds from the American Rescue Plan Act as administered by OJA”

N. Reports, Documentation

Contractor shall maintain thorough documentation that properly accounts for the expenditure of all project funds. Some specific types and forms of record may be required by OJA, OMES or any state or federal auditors. All such records and accounts shall be made available on demand to OJA, OMES or any state or federal auditors for inspection and use in carrying out its responsibilities for administration of the funds.

Contractor shall furnish OJA narrative reports, statistical reports and financial reports related to the elements of the Contract, in the format and at such times as may be required by OJA.

Contractor shall provide fiscal and programmatic oversight regarding this award and make quarterly progress reports to the OJA. Progress reports are due on fixed dates quarterly: October 15, January 15, April 15, and July 15 each year.

Contractor shall verify expenditures monthly by submitting a Report of Expenditures due by the 15th of each month.

O. Travel and Per Diem

Travel and per diem are not approved budget categories under this contract.

V. GRANT REQUIREMENTS

A. Program Requirements

Contractor shall accomplish the project detailed in Exhibit A in accordance with the terms and conditions of the Contract. All of the work and services required under the Contract including the application package shall be performed by Contractor or under an approved subcontract, and all personnel engaged therein must be fully qualified and authorized under state and local law to perform such work and services.

B. Deadlines for Commencement and Operation

1. Commencement Within sixty (60) Days

If a project has not commenced within sixty (60) days of the original start date timeline outlined within contractor’s approved project scope for this project period, Contractor must report in writing to OJA 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 timeline date of the period, Contractor must submit a second 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.

VI. SIGNATURES

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

<p>OFFICE OF JUVENILE AFFAIRS</p> <p>By: _____ Rachel C. Holt, Director</p> <p>Date: _____</p>	<p><<Contractor/Subgrantee>></p> <p>By: _____ Signature</p> <hr/> <p>Print Name and Title Date</p>
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Contractor is authorizing the following individual(s) to be Authorized Officers to submit claims on this contract to OJA:

Print Name and Title	Phone number	Email
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Print Name and Title	Phone number	Email
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NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: Office of Juvenile Affairs Agency #: 400

Supplier Legal Name: _____ Solicitation or Purchase Order #: TBD

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment A - Procurement Guidelines for Purchases

A. Purchases under \$5,000 (Sometimes referred to as Direct Order):

Grantee shall ensure that price is fair and reasonable.

B. Purchases between \$5,000 and \$10,000 (Sometimes referred to as Phone Solicitation):

Grantee shall solicit price quotes from a minimum of three suppliers based on written specifications. Grantee shall maintain written documentation of supplier responses. If quotations are taken verbally, Grantee shall produce written documentation of supplier responses. If quotations are taken verbally, Grantee 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.

C. Purchase between \$10,000 and \$100,000 (Sometimes referred to as Written Quotes):

Grantee 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.

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

Grantee 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, Grantee 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.

Professional Services Contracts

1. Allowing contractors that acquires professional services to comply with the provisions of this section.
2. The contractor shall evaluate the performance of the professional services provided pursuant to all professional services contracts exceeding the “fair and reasonable” dollar threshold. The performance evaluation shall indicate the quality of service or work product of the supplier. The contractor shall retain the evaluation in the document file the contractor maintains for the acquisition pursuant to Section 85.39 of this title. If the evaluation indicates deficiencies with the supplier’s work, the contractor shall send a copy of the evaluation to OJA.
3. If the work product of the contract is a report, the contractor shall file the report with OJA
4. A contractor shall administer, monitor, and audit the professional services contract. OJA may require the Contractor to report to OJA the status of an unfinished professional services contract.
5. A professional services contract shall include an audit clause which provides that all items of the supplier that relate to the professional services are subject to examination by the Contractor, OJA, the State Auditor and Inspector and the State Purchasing Director.
6.
 1. If the final product of the professional services contract is a written proposal, report, or study, the professional services contract shall require the supplier to certify that the supplier has not previously provided the Contractor or another entity with a final product that is a substantial duplication of the final product of the proposed contract.
 2. Any Contractor renewing a contract with a supplier shall not be subject to the provisions of paragraph 1 of this subsection.
7.
 1. Contracts for professional services shall provide for payment for services at a uniform rate throughout the duration of the contract if the services throughout the duration of the contract are similar and consistent.
 2. No contractor shall execute a contract for professional services providing for non-uniform payments throughout the duration of the contract without authorization of OJA.

18 OK Stat § 18-803 (2016)

"Professional service" means the personal service rendered by:

- (1)an architect pursuant to a license under Sections 46.1 through 46.41 of Title 59 of the Oklahoma Statutes, and any subsequent laws regulating the practice of architecture,
- (2)a professional engineer pursuant to a license under Sections 475.1 through 475.22a of Title 59 of the Oklahoma Statutes, and any subsequent laws relating to the practice of engineering, or
- (3)a land surveyor pursuant to a license under Sections 475.1 through 475.22a of Title 59 of the Oklahoma Statutes, and any subsequent laws relating to the practice of land surveying;

Pursuant to the Public Competitive Bidding Act of 1974 [61 O.S. §103 (B)],

OJA will be utilizing procurement requirements required of state Agencies. Construction projects under the statutory amount mandated therein, (currently \$100,000) may be awarded to the lowest responsible bidder by receipt of written bids. Public advertising is not required. The procedures and suggestions contained herein are provided for the purpose of assisting Contractors with the solicitation process; providing compliance with sound procurement principles; standardization of the process for all ARPA projects; and increasing efficiency and expediency in the total acquisition process.

Structure of the Acquisition Process. As with any public purchasing procedure, the acquisition is broken down into the following:

- ▶ The Solicitation;
- ▶ The Contract Award; and
- ▶ Contract Management and Close-out.

The Solicitation. The Invitation to Bid will have the following components at a minimum:

- ▶ Solicitation Cover Page
- Subrecipient Solicitation Number (if subrecipient uses tracking numbers);
- Project Name;
- Date and Time Bids Due;
- Method of Response; and
- Contractor Contact Information.
- ▶ Number of days bidder will begin project from time notice to proceed is received;
- Number of days bidder will need to finish the project;
- Base Bid with breakdown of projected hours by rate by job category
- ▶ Contract with Subcontractor (Winning Bidder)
- ▶ Statement of Work (SOW) and/or Technical Specifications and Drawings
- This document briefly discusses special requirements for trade work - mechanical, electrical, plumbing and/or roofing. Include any issues that affect risk management, licenses, compliance with codes, etc. OJA is available for consultation to finalize SOW.

The intent is to execute a clear and fair bidding process as well as clearly defining what it is the Contractor requires.

Contractor sends the Solicitation to prospective vendors as follows:

- After identifying at least three suitable bidders, transmit the Invitation to Bid to the identified bid pool concurrently. In order to avoid bid protests, do not solicit additional bidders after receiving bids. The Invitation to Bid may include provisions for a pre-bid walk through of the project site.

Solicitations may be transmitted to the bidders and responses received back to the Contractor, by mail, fax or email. When using email, set your email client to 'return receipt requested' in order to ensure that the bid request was received by the recipient.

If all of the bids exceed the expected prices, or the bidders cannot perform within the required time frame, the Contractor should evaluate the scope of work, schedule or other proposed requirements and look for modifications that can be made to appropriately adjust the work to the Contractor's constraints. After notifying the bidders that all bids are rejected, identify additional bidders and/or modify the SOW requirement and re-solicit to both the original and new bidders.

While the bid period is open, it is acceptable to answer questions that the individual bidders may have. The questions should be documented and with the responses sent to all bidders in the form of addenda. If a specific question results in the Contractor's desire to modify the requirements or SOW, an addendum should be sent to all bidders to clarify, change the requirement and extend the bid deadline if necessary.

It is acceptable for the SOW to include Special Provisions that pertain to the Contractor's unique requirements, such as a drug-free workplace, special security requirements, client confidentiality, special work hours or any legal requirements that accompany the funding.

What to do if you cannot find three Bidders: In the event the Contractor cannot obtain three bids, the Contractor must document the efforts and reasons thereof. If a bidder declines to furnish a bid, their "no-bid" statement is acceptable and will count as a response. If only a single bidder furnishes a bid, the Contractor should document that reasonable efforts have been made. Photocopies of business directories showing contractors in that area are helpful, along with a telephone log of calls made and responses from the companies. If the Contractor cannot find any suitable vendors, contact OJA for assistance.

The Contract Award -

Upon receipt of the bids, check each response to ensure that the required information is present and in order. As bids must be compared 'apples-to-apples', it is not acceptable for a bidder to write in their own conditions or propose an alternate scope of work. After tabulating the bids and establishing the lowest responsible bidder, a Requisition package will be sent to OJA to review before contract award.

- ▶ Please include the following items:
- Designate the Vendor (Lowest Responsible Bidder) to receive Award of contract in the Vendor Section.
- Copy of Complete Solicitation, outlined in subparagraph 3 above, with any Addenda;
- Justification for Award if not to Lowest Bidder (how did you determine lowest responsible?);
- Obtain and include the Bidder's Certificates of Insurance (COI);
- If the Bidder is exempt from Worker's Compensation Insurance, they must submit CAP Form D312 Statement of Exemption from The Workers' Compensation Act Affidavit, available on CAP's website. No other form will be accepted;
- A copy of the Bidder's Bid Form;
- Attach copies of the other bid responses; and
- A cover letter with any additional information or special requirements.

Upon receipt, OJA will review the details.

When OJA has reviewed, then Contractor can obtain signatures, Contractor will issue a Notice to Proceed. Copies of the final contract documents will be returned to the OJA and the subcontractor. The subcontractor is not to start work until a Notice to Proceed has been issued by Contractor.

Contract Management and Closeout.

► Pre-Construction Conference -

■ It is often beneficial to conduct a pre-work meeting with the contractor to establish a schedule, working hours, points of contact and any special notification requirements, such as advance notice when shutting off water or electrical power.

► Progress Inspections and Payments to the Subcontractor -

The Contractor representative, acting as the Supervisory Official, should review the work progress. This can be periodic or by way of regularly scheduled progress meetings as identified in the pre-construction conference. If the project duration is more than one month, inspections should coincide with the subcontractor's monthly invoice in order to determine if the progress payment is commensurate with the state of completion.

If the Contractor agrees with the Subcontractor's Invoice for Payment, the application should be processed in a timely manner. The Fair Pay for Construction Act requires payment within 30 days for projects that total \$25,000 or more. Retainage is not required for projects under the statutory amount and is generally not required. Any provision for retainage must be stated in the bid solicitation.

► Change Orders -

Occasionally, it will be necessary to process a change order due to unforeseen site conditions or Contractor requested modifications to the work. The Subcontractor should prepare a written proposal for the change. The Contractor must forward to OJA a copy of the completed change order written request along with the updated Purchase Order to receive prior approval of the proposed change; approval is required before proceeding.

For service contracts, additional work using time and material unit pricing can be authorized. If the Contractor needs to increase the contract amount to cover additional work, submit an updated, and executed Purchase Order for OJA's approval. Note that service contracts resulting from the three-bid procedure are limited to the Statutory amount (\$100,000), including all renewal periods.

Contract Disputes -

When issues such as non-performance or non-compliance arise, it is important to intervene early by communicating with the subcontractor. The Contractor should endeavor to find out what the problem is, and what is required to correct the issue. This information should be documented with a written memorandum to the subcontractor.

If these efforts are unsuccessful or the subcontractor becomes unresponsive, OJA should be contacted for assistance without further delay.

Final Inspection and Closeout -

Prior to making the final payment, the work should be reviewed in the presence of the Subcontractor. Any deficiencies should be noted on a written 'punch list' so the subcontractor

knows exactly what needs to be corrected. The final corrections should be verified with a final inspection. At this time, the subcontractor is required to provide any equipment warranties, equipment manuals, shop drawings or other documents that may be required by the Solicitation; and provide a demonstration of any equipment that may be involved in the project. The final pay application is also submitted at this time.

Once the final Invoice is received, the Contractor should process the final invoice and close out the project.

Attachment B – Cash Management Principles

CASH MANAGEMENT PRINCIPLES

- A. The timeline spelled out in Contractor’s Exhibit A should provide the anticipated draw schedule. Draw schedules must be verified and reconciled with any changes to the proposed timeline need to be submitted to OJA at arpa@oja.ok.gov to ensure Contractor remains in compliance.
- B. An Authorized Officer of the Subrecipient may submit a monthly claim requesting funding in a format approved by OJA, see Attachment C. Subrecipients should work to minimize the time between the transfer of funds and the expenditure of such funds.
 1. Timing of claims:
 - a. Claims should be submitted monthly
 - b. Claims should only be requested for reimbursement or up to 30 days prior to upcoming expenditures.
 - c. Claims should only be submitted once per month and may contain both advanced payment requests and reimbursement requests
 - d. Subrecipients should ensure the claim is limited to the minimum amount needed for the 30-day time frame requested. The claim schedule must align as closely as possible with the actual expenditure of funds for that 30-day period.
 - e. Claims need to be submitted to arpa@oja.ok.gov by the 15th of each month to attempt to have claims paid by the 5th of the following month. Please note OJA is being requested to only submit one request for funding per month which drives the dates your claims are needed since OJA may not have this cash on hand.
 - f. Claims not received by the 15th of the month run the risk of not being funded until the next month’s cycle.
 - g. Claims submitted without the required supporting documentation run the risk of not being funded until the following month.
- C. OJA will review claim for compliance with this contract, state and federal laws, rules, and policy. If approved, OJA will request transfer for reimbursement of advance payments, not to exceed a 30-day advancement period, based on the draw schedule, pending review and approval of documentation discussed below for each individual draw.
 1. Prior to submittal of a reimbursement claim for goods and/or services already expended, Contractor must submit detailed invoices with dates of service or dates goods were received totaling the amount requested.

- a. If progress of project does not coincide with work completed based upon invoices, proof of payment and completion or work may be required.
2. Prior to approval of an advanced payment, Contractor is to submit to OJA a timeline of forecasted expenditures and any available detailed documentation for proposed expenditures, including copies of quotes or estimates for service providers, unpaid itemized invoices for proposed purchases, Purchase Orders, executed contracts or subaward agreements, or similar documents indicating upcoming receipt of items or services.
3. An advance payment will only be disbursed for the amount supported by documentation as described above that has a timeline within 30-days of the proposed payment date of the 5th.
4. After any advanced payment has been made, the next subsequent claim covering that 30-day period MUST provide a reconciliation of that prepayment to actual expenditures by Contractor submitting detailed invoices with dates of service or dates goods were received indicating the actual amount expended, as well as the amount of the advanced payment.
 - a. Any advanced payment overpayment will be deducted from current claim and any underpayment Contractor may request be added to current claim.
 - b. If adequate documentation supporting the actual expenditure of the advanced payment is not provided, current claim received will be reduced by the amount of advanced payment not having sufficient documentation.
 - c. Advanced payments are contingent on the continued compliance of the Subrecipient with all its financial and programmatic compliance and reporting duties. Failures or deficiencies in these activities can result in denial of advanced payments.

Attachment C – Claim Format

OFFICE OF JUVENILE AFFAIRS

Request for Payment of Funds

Claim must be submitted to OJA ARPA email address at: ARPA@oja.ok.gov by the 15th of the month. Full supporting documentation must accompany claim request.

SECTION I – REQUEST		
1. NAME OF CONTRACTOR	3. CONTRACT AMOUNT	4. AMOUNT REQUESTED
ADDRESS	5. CONTRACT NUMBER	
CITY, STATE & ZIP	6. REQUEST NUMBER	
2. SEND WARRANT TO (IF DIFFERENT FROM CONTRACTOR):	7. PERIOD FUNDS REQUESTED (MM/DD/YY TO MM/DD/YY)	
ADDRESS	8. CONTACT PERSON (NAME AND TITLE)	
CITY, STATE & ZIP	9. CONTACT PERSON (PHONE)	

SECTION II – STATUS OF FUNDS	AMOUNT	FOR OJA USE ONLY
1. Contract Amount	\$	FUND:
2. Amount Received Before Today	\$	ACCT:
3. Requested in Transit (not yet received)	\$	SUB ACT:
4. Advancement Amount of this Request	\$	CFDA:
5. Reimbursement Amount of this Request	\$	OBJ. CODE:
6. Balance Remaining to Draw (1 minus sum of 2 thru 5)	\$	ORDER NO.:
		INVOICE NO:

SECTION III-	
<p>I certify that this <i>Request for Funds</i> has been prepared in accordance with the terms and conditions of the OJA Contract cited, and that the amount requested is proper for payment to the Contractor or for credit to the account of the Contractor at the Contractor's bank. I also certify that the date reported above is correct. Failure to provide correct figures or to fully complete this form will require the return of this request and will cause a delay in funding.</p>	
Subscribed and sworn to before me on this ____ day of ____, 20__.	
_____ Signature of Authorized Official	_____ Signature of Notary Public
_____ Agency Name	_____ Notary #
My Commission Expires: _____, 20__.	
APPROVAL FOR OJA USE ONLY	
_____ OJA Approval / DATE APPROVED	

Exhibit A – Grant Application