



PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to ODOC for weatherization activities by the source identified in Part I. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. MODIFICATION

- A. This contract is subject to such modification as may be required by Federal or State law or regulations, or to meet the program's requirements in the judgment of ODOC. Any such modification may be done unilaterally by ODOC. This includes the addition of Special Conditions or the cancellation of this contract due to production levels, financial concerns, or not all required Weatherization policies are being adhered to.
- B. Except as otherwise provided in this contract, the work, and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system, or any other information system being used by ODOC at the time.
- C. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system, or any other information system being used by ODOC at the time.
- D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system, or any other information system being used by ODOC at the time.

3. ODOC

- A. ODOC will provide funding for the program up to the total contract amount as long as production levels are reached as per the Management Plan, no financial concerns arise, and all required Weatherization policies are adhered to as per requirements.
- B. ODOC will perform monitoring, technical reviews, and evaluation activities to assess the Subrecipient's financial and programmatic compliance and progress.
- C. ODOC has performed a risk assessment of the Subrecipient in accordance with federal guidelines. Associated requirements may be required, based on the result of the risk assessment, and could be included as Special Conditions to this contract.



4. SUBRECIPIENT

- A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract.
- B. The Subrecipient shall perform all activities under this contract in accordance with the following:
- (1) The Weatherization Operations Manual for Subrecipient and the DHS guidelines outlined therein. This can be found on the website here:
 - (2) All current ODOC Weatherization Program Notices found on ODOC's website, as referenced in B (1) above.
 - (3) All units weatherized shall be weatherized in compliance with NEAT/MHEA procedures, WAPLINK, and standards within ODOC's Policies and Procedures for Energy Audits. The most recent copy is always found here:
<https://www.okcommerce.gov/community-development/community-action-agencies/weatherization-assistance-program-wap/>
 - (4) ODOC's current Field Guide unless specific exceptions are provided for in written policy for LIHEAP funding. The most recent copy can always be found here:
<https://www.okcommerce.gov/community-development/community-action-agencies/weatherization-assistance-program-wap/>
 - (5) Subrecipient's Weatherization Management Plan and Budget, as approved by ODOC;
 - a. The Subrecipient is required to weatherize at least the projected number of dwelling units stated in its current approved Management plan, and no less than 10 percent fewer. Management Plan revisions may be requested via a contract modification request in OKGrants, but not after February 28 (29 if a leap year).
 - b. If the Subrecipient meets the minimum required number of dwellings, but still has contract funding remaining, the Subrecipient must continue weatherizing additional dwellings until all funds are spent.
 - c. No production should be planned, at the time of application, in the last month of the contract period (March) except in rare situations and with ODOC approval in advance.



The Weatherization Operations Manual, Policies and Procedures for Energy Audit, and Field Guide are all hereby annexed and incorporated and made a part of this contract. They may be amended during the current contract year by ODOC. All amendments shall be based on changes in Federal and State laws or regulations and shall be emailed to the Subrecipient.

- C. Any subcontractors procured by the Subrecipient to perform any weatherization work or services must be properly trained, licensed, and/or certified as per the Oklahoma Weatherization Operations Manual, Requirements 38 and 39, and the most current Training Plan.
- D. In no event will any subcontractor incur obligation on the part of ODOC.
- E. The Subrecipient will provide the necessary personnel, facilities, supplies, equipment and/or related sources and skills to accomplish the program described herein in accordance with the terms and conditions of this contract. All of the work and services required shall be performed by the Subrecipient or under the Subrecipient's supervision and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- F. Subrecipient performance shall be evaluated by the following:
 - (1) Productivity will be monitored monthly and on a quarterly basis (Program Narrative and Quarterly Report).
 - (a) In any given month, evaluation of desk monitoring activities, which includes the review of expenditure reports and program narratives, ODOC may implement corrective action or require training and technical assistance of the subgrantee. Corrective action may be initiated by ODOC for any Subrecipient behind on their approved Production Schedule and Management Plan.
 - (b) If in 30 days, the Subrecipient has not accomplished the recommended plan of corrective action, ODOC will recommend a probationary period.
 - (2) Probationary Period: During the probationary period (length to be determined by ODOC and dependent upon need), the Subrecipient must submit in writing to ODOC some or all of the following as applicable:
 - (a) What the issue(s) continue to be.
 - (b) What has been done to correct the issues?
 - (c) The number of units completed to date, and the number remaining to be completed.
 - (d) Description of the Subrecipient's plan of action to correct the issues, including a timeline for each activity.



- (e) A list of identified training and/or technical assistance needs.
- (f) A revised management plan and/or budget (if required).

At the end of probation, if all corrective actions have been accomplished and the production schedule is being met, no further action will be required. ODOC will continue to evaluate through the desk monitoring process.

If at the end of probation, more corrective actions are needed, ODOC may de-obligate funding and at ODOC's discretion redistribute the funds among other subgrantees.

- G. Upon notification of meetings or training sessions (virtual or in-person) scheduled by ODOC, the Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is required.
- H. At any time during the contract period, ODOC may require the Subrecipient to submit NEAT and MHEA energy audits to ODOC for approval before beginning any weatherization work on a qualified home.
- I. Any person or entity adversely affected by an act or decision by the Oklahoma Department of Commerce is entitled to an individual hearing and shall file a Petition for Hearing before the Oklahoma Department of Commerce, 900 North Stiles Avenue, Oklahoma City, Oklahoma, 73104-3234 Attention: General Counsel. This petition must be filed on the appropriate form as detailed in the Administrative Rules and must be received by the Department within thirty (30) days of the adverse action. The rules governing this process and all related filings can be found at Okla. Admin. Code §150:1 et. seq. These rules can also be located on the website the Office of Administrative Rules as well as the Oklahoma Department of Commerce. Failure to follow these rules and to timely file the Petition may cause your petition to be dismissed by the Department.
- J. Concurrent with quarterly progress report review, ODOC will also review each Subrecipient's year-to-date Average Cost Per Unit. If, at the end of the second quarter of the Program Year, the Average Cost Per Unit exceeds the current Program Year's threshold (found in the Oklahoma Weatherization Operations Manual or ODOC WPN), and the Subrecipient does not have prior written, explicit ODOC permission to exceed the Average Cost Per Unit, the Subrecipient will be placed immediately on reimbursement only. ODOC may also require the Subrecipient to submit a corrective action plan if there is less than 75 percent of planned production completed. At the end of the Program Year, if ODOC determines that the Subrecipient has exceeded the Average Cost Per Unit without prior written, explicit ODOC permission to do so, the Subrecipient may be required to pay back all program funds until the ACPU is below the required threshold.

5. 2 CFR 200.331

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

A. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

- (a) Subrecipient name (which must match the name associated with its unique entity identifier);
- (b) Subrecipient's unique entity identifier;
- (c) Federal Award Identification Number (FAIN);
- (d) Federal Award Date (see § 200.39 Federal award date) of award to the recipient by the Federal agency;
- (e) Subaward Period of Performance Start and End Date;
- (f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
- (g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
- (h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
- (i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
- (k) A Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

(2) The rest of Section 200.331 is herein incorporated by reference.



6. WEATHERIZATION PROGRAM REQUIREMENTS

- A. Subrecipient must establish procedures to ensure clients meet eligibility requirements and units are a reasonable candidates for weatherization, as per Oklahoma Weatherization Operations Manual.
- B. All units weatherized shall receive an audit using the most current DOE approved version of the software - either 8.9 or WAweb or WAPLink (Application Programming Interface or API version) of the NEAT/MHEA software. See the most current ODOC WPN or Energy Audit Manual (whichever takes precedence). In addition, each unit must be weatherized in accordance with eligible measures resulting from the audit, and only using materials meeting the Standards of Conformance in Appendix A.
- C. Carbon monoxide testing shall be performed on all units before and after the weatherization is completed. In addition, all contractors must test drafting appliances for draft, and spillage, under conditions, before and after air tightening any weatherization unit.
- D. Where structurally feasible, blower door testing shall be performed on all units before and after the weatherization is completed. Pre and post-diagnostic readings shall be documented in the client file.
- E. Subrecipients are responsible for visually inspecting all homes for suspected asbestos. If there are suspected asbestos containing materials in the home, Subrecipients must follow and comply with ODOC's most current Weatherization Program Operations Manual.
- F. In the event a Subrecipient fails to fully expend all contract funds or returns unspent funds at any point during the contract period, ODOC reserves the right to also reclaim and recoup any administrative funds that have been spent in excess of the prorated proportion of the admin awarded.
- G. Upon request and notification of additional funding, Subrecipients must submit written justification to ODOC describing ability to complete additional units and expend funds, if required.
- H. Subrecipients must ensure that all staff and contractors are adequately trained to meet DOE's Quality Work Plan requirements as outlined in Weatherization Program Notice 22-4 and ODOC's most current Weatherization Program Operations Manual. Training will be verified and monitored by ODOC as needed.
- I. Subrecipients must be an Environmental Protection Agency (EPA) certified firm in accordance with the EPA Renovation, Repair, and Paint (RRP) rule. In Oklahoma, the EPA authorizes the Oklahoma Department of Environmental Quality (OK DEQ) to administer the state's RRP program. Subrecipients must also comply with all requirements for Certified Renovators per Department of Energy and OK DEQ (and subsequently U.S. EPA) requirements.
- I. Inspection
The Subrecipient will supervise and inspect all weatherization activities and work performed on all eligible households and will certify that such activities and work comply with regulations promulgated by the U.S. Department of Energy and ODOC. The Subrecipient must have on-staff or have contracted a Building



Performance Institute (BPI) certified Quality Control Inspector (QCI) per DOE requirements in DOE WPN 22-4. All units reported to ODOC must be inspected and signed off by the QCI once all work has been completed. The QCI process and requirements must be followed, including consequences if they are not, and must confirm the home meets the most current ODOC Weatherization Program Operations Manual.

J. County Allocation and Priority

The Subrecipient will provide services within its geographic area as prescribed in its approved management plan. The Subrecipient shall give priority to homeowners who have at least one of the following members residing in the home: an elder (60 years of age or older), someone who is blind or disabled, and any children under the age of five.

- K. Subrecipients must be an Environmental Protection Agency (EPA) certified firm in accordance with the EPA Renovation, Repair, and Paint (RRP) rule. In Oklahoma, the EPA authorizes the Oklahoma Department of Environmental Quality (OK DEQ) to administer the state's RRP program. Subrecipients must also comply with all requirements for Certified Renovators per Department of Energy and OK DEQ (and subsequently U.S. EPA) requirements.

7. EMPLOYEE BENEFITS

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

8. CONTRACT ADMINISTRATION

- A. The Subrecipient shall comply with Treasury Circular 1075 (31 CFR 205) concerning cash management of Federal funds and with ODOC requirements pursuant thereto.
- B. The Subrecipient shall comply with 2 CFR 200, except as directed otherwise by ODOC, as they relate to the application, acceptance, and use of Federal funds and with ODOC requirements pursuant thereto.
- (1) The Subrecipient will conduct an exclusion/debarment check on all individuals or companies hired, at any price threshold, to perform any services paid with this contract.
- (2) The Subrecipient certifies it will require certification from sub-Subrecipients that neither the sub-Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;



- C. The Subrecipient shall comply with 2 CFR 200 and CFR 910, as applicable, except as directed otherwise by ODOC as they relate to the application, acceptance, and use of Federal funds, and with ODOC requirements pursuant thereto:
- D. The Subrecipient shall give ODOC immediate notice in writing of any actions or suits filed against the Subrecipient or any subcontractor in connection with implementation and administration of this contract.
- E. The Subrecipient shall procure and maintain fidelity bonds as required by ODOC to cover losses of funds in case of misuse.
- F. The Subrecipient will provide to ODOC, upon request, the following information:
 - (1) Clients previously served;
 - (2) Individuals refusing to be served; and
 - (3) Instances in which weatherization assistance was not needed or was provided by another funding source.

9. COMPENSATION TO SUBRECIPIENT

- A. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No contract funds may be used for expenses incurred either prior to or after the time period specified.
- B. Funds shall be advanced upon receipt of a properly executed Request for Funds. Subrecipient shall request only an amount sufficient to cover immediate anticipated expenditures. The contract shall be managed so that funds shall be requested at such times that they will be fully disbursed within three working days from the date of the receipt of the funds in the Subrecipient's bank account. Requests for Funds may be made at any time funds are needed throughout the month, as long as the Subrecipient is up to date on all expenditure reports.
- C. ODOC may change the procedure for payment to a reimbursement method when the Subrecipient:
 - (1) Does not consistently minimize the time elapsing between the receipt of the funds from ODOC and their expenditure;
 - (2) Is out of compliance with the current approved Management Plan for two consecutive months or more;ODOC will advise the Subrecipient in writing of the change from advance payment to reimbursement.
- D. If a question arises as to the validity of any claim made under this contract, the General Rules of Practice and Procedure of ODOC, particularly the rules pertaining to show cause hearings, Section 150:1-15-1, et seq., shall apply.
- E. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded along with a year-to-date general ledger. Said claim will be allowed only for reimbursement



of actual expenditures. Any claim submitted after sixty (60) days may be disallowed by ODOC.

10. RECORDS, REPORTS, DOCUMENTATION

- A. Subrecipients shall maintain documents and records as required by ODOC to demonstrate compliance with applicable regulations. All records and accounts shall be made available on demand to ODOC, its agents, and designees, for inspection and use in carrying out its responsibilities for administration of the funds.
- B. The Subrecipient shall maintain records and accounts, including property, personnel, and financial records, that properly document and account for all contract funds. Specific types and forms of records are required by the Oklahoma Weatherization Operations Manual previously received by the Subrecipient.
- C. Subrecipient shall submit a Monthly Expenditure Report by the twentieth (20th) and a Weatherization Program Narrative by the tenth (10th) of each month.
- D. Subrecipients shall submit a Quarterly Progress Report, in OKGrants, on a quarterly basis, on the following dates, for the indicated reporting period:
 - (1) First Quarter (April – June) due July 20.
 - (2) Second Quarter (July – September) due October 20.
 - (3) Third Quarter (October – December) due January 20.
 - (4) Fourth Quarter (January – March) due April 20.Quarterly reports shall include weatherization readiness funds data and SERC data when those budget line items are spent.
- E. Subrecipients shall track required data metrics on all homes weatherized aged 45 years or older. This data shall be submitted to ODOC twice a year, by September 20th, and with contract closeout, or as requested by ODOC.
- F. The Subrecipient shall furnish ODOC with other reports related to this contract in the forms and at such times as may be required by ODOC,
- G. The Subrecipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later, or as otherwise stated by law.
- H. The Subrecipient shall permit authorized representatives of the State of Oklahoma and the Federal government to have full access to all such materials.
- I. The Subrecipient has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other item of value, either directly or indirectly, in the procuring of this contract.



11. CLOSING OUT OF PERIOD FUNDED

- A. The Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the contract.
- B. All goods and services must be received prior to closeout (60 days after contract end date).
- C. The Subrecipient shall submit a closeout certification form in accordance with the ODOC Weatherization Operations Manual no later than sixty (60) days after the final date of the period funded in the OKGrants system.
- D. When total actual expenditures are less than the contract amount, the contract will be automatically de-obligated to the actual expenditures as shown in the closeout documents.

12. AUDITING, DISALLOWED COSTS

- A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- B. The Subrecipient may pay the costs of auditing this contract as an expense of this contract.
- C. If audit findings result in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

13. PROCUREMENT

Procurement, management, and disposition of personal property acquired with contract funds shall be governed by ODOC implementation procedures, which embody the principles of the Oklahoma Central Purchasing Act, 74 O.S. §§ 85.1, et seq., in accordance with 2 CFR 200, Subpart 318 through 326.

14. TRAVEL AND PER DIEM

All payments for travel-related costs, including per diem and authorized use of privately owned motor vehicles shall be made in accordance with prevailing state guidance regarding travel reimbursement amounts and procedures for use in determining the standard mileage rate allowed for a business expense deduction.

15. PROGRAM INCOME

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

16. CERTIFICATIONS BY SUBRECIPIENT

- A. The Subrecipient expressly agrees to be solely responsible to ensure the use of monies received under this contract complies with all Federal, State, and local statutes, regulations, and other legal authorities, including ODOC implementation procedures that affect the use of said monies. The Subrecipient recognizes that it is



responsible for assuring financial and programmatic compliance by its subcontractors.

B. The Subrecipient specifically certifies and assures:

(1) Equal Opportunity

No person shall, on the basis of race, color, national origin, or sex or on the ground of any other factor specified in any Federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance under the Weatherization Assistance Act, 42 USC § 6870. Other applicable Federal laws include those that prohibit discrimination on the basis of age (the Age Discrimination Act of 1975, 42 USC §§ 6101, et seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC § 794).

(2) Appeals

The Subrecipient must provide all clients procedures which have been designed to guarantee:

- (a) Equal access to program services and resources; and
- (b) Resolution of grievances by persons seeking services through rights of appeal.

(3) Linkages

The Subrecipient will establish linkages with other appropriate Federal and State agencies and/or other providers of community-related and human resource services.

(4) The Subrecipient certifies that it is in compliance with the Status Verification System – Registration 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.

(5) To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other Federal, State, and local or privately funded programs, especially the Community Services Block Grant Program, in order to improve energy efficiency and to conserve energy.

(6) Funds provided by this contract shall be used to supplement, not supplant, existing State or local funds available to the Subrecipient for the same purposes as this contract.



17. HOLD HARMLESS CLAUSE

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

18. POLITICAL ACTIVITY

- A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act, 5 USC 1501, §§ et seq., 18 USC § 595.
- B. No contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- C. No contract funds may be used to provide voters or prospective voters with transportation to the polls or similar assistance in connection with an election or any voter registration activity in accordance with 42 USC § 9904(c)(7).
- D. No portion of the contract funds may be used for lobbying activities.

19. NO-CONFLICT COVENANTS

- A. No members or employees of any governing board of the Subrecipient and no employees of the Subrecipient shall accept any form of gratuity nor have any interest, financial or otherwise, or engage in any business transaction or activity of any nature which is in conflict with the proper discharge of their duties.
- B. The Subrecipient shall establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.



20. PUBLICATIONS AND OTHER MATERIALS

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

This (type of material) was financed in whole or in part by funds (from source in Part I) as administered by the Oklahoma Department of Commerce.

21. INTERPRETATION REMEDIES

- A. In the event the terms or provisions of this contract are breached by either party or in the event that a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provision of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Subrecipient.

- B. The Contractor may appeal any ODOC monitoring finding or ODOC decision by following procedures outlined in Oklahoma Administrative Code, Title 150, Chapter 1, subchapter 11.

22. TERMINATION OR SUSPENSION

- A. This contract may be terminated or suspended in whole or in part at any time by written agreement by the contracting parties.
- B. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for the Subrecipient to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
 - (1) Failure by Subrecipient to comply with provisions of this contract or with any applicable laws, regulations, guidelines, or procedures, including ODOC policies and issuances, or undue dilatoriness in executing its commitments under this contract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.



- (3) Submission by Subrecipient of incorrect or incomplete documentation pertaining to this contract.
- (4) Undue dilatoriness by Subrecipient in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.
- C. If this contract is terminated or suspended, the Subrecipient shall be entitled to payment and/or reimbursement for otherwise valid and allowable obligations and reasonable and necessary expenses incurred in good faith prior to notice of such termination or suspension.
- D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by the Subrecipient. ODOC may withhold payments due under this contract pending resolution of the damages.

23. SEVERABILITY CLAUSE

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