



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM Sub-Recipient Award Terms and Conditions

Instructions:

The Authorized Official must sign the following required documents and return them to our office. Please keep a copy of ALL documents for your records.

1. OKOHS Sub-recipient Award Document, Schedule “A”. (***SIGNATURE REQUIRED***)
2. OKOHS Memorandum, Schedule “B”. (***SIGNATURE REQUIRED***)
3. Sub-recipient Terms and Conditions, Schedule “1”. (***SIGNATURE REQUIRED***)
4. Authorization to Sign OKOHS Program Documents, Schedule “3”. (***SIGNATURES REQUIRED***)
5. Quarterly Status Report, Schedule “4”. (***SIGNATURE NOT REQUIRED AT THIS TIME***. This form is included for grant your convenience only. Report due within 15 days following each calendar quarter.)
6. Procurement Plan Worksheet (***SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only. Form must be submitted and approved prior to any purchase being made.)
7. Appendix A (Signature not required at this time) This is included for information purposes only.
8. Budget Detail Worksheet (***SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)
9. Request for Reimbursement Form (***SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)
10. Close-Out Form (***SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only.)

State and Local Cybersecurity Grant Program Terms and Conditions

Recipients of Oklahoma Office of Homeland Security (“OKOHS”)/Department of Homeland Security (“DHS”)/Federal Emergency Management Administration (“FEMA”)/Cybersecurity and Infrastructure Security Agency (CISA) grant funds (“Sub-recipient(s)”) are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article 44):** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
2. **Acknowledgement of Federal Funding from DHS (Article 3):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
3. **Activities Conducted Abroad (Article 4):** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
4. **Age Discrimination Act of 1975 (Article 5):** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. 94-135 (codified as amended at 42, U.S. C., §6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
5. **Allowable Costs:** The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonable standard must be maintained.

OKOHS requires that the use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of \$100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article 6):** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. § 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
7. **Applicability of DHS Standard Terms and Conditions to Tribal Nations (Article 43):** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

8. **Assurances, Administrative Requirements and Cost Principals, Representation and Certifications (Article 1):** Recipients must complete either the Office of Management and Budget (OMB) Standard form 425B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
9. **Audit Requirements:** The Sub-recipient agrees to comply with the requirements of the 2 C.F.R. Part 200 Section F. Entities that expend \$750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state, or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA/CISA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.
10. **Best Practices for Collection and Use of Personally Identifiable Information (Article 7):** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
11. **Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification (Article 48):** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America (BABA) Act must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.
12. **Civil Rights Act of 1964 – Title VI (Article 8):** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.
13. **Civil Rights Act of 1968 (Article 9):** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No.90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Sub part D.)
14. **Compliance Agreement:** The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
15. **Commingling of Funds:** The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA/CISA. The accounting systems of all Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.

16. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of OKOHS.
17. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of the State or local units of government shall avoid any action that might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
18. **Copyright (Article 10):** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
19. **Debarment and Suspension (Article 11):** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
20. **Disposition of Equipment Acquired Under the Federal Award (Article 45):** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
21. **Drug-Free Workplace Regulations (Article 12):** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
22. **Duplicative Costs (Article 13):** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
23. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX (Article 14):** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

24. **Energy Policy and Conservation Act (Article 16):** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
25. **Environmental Planning and Historic Preservation (EHP) Review (Article 42):** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA’s EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease working that area and notify the pass-through entity, if applicable, and DHS/FEMA.
26. **E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety (Article 15):** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
27. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS’s “Authorized Equipment List”.

When practicable, any equipment purchased with grant funding shall be prominently marked as follows: “Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security.” Please contact OKOHS when equipment is received to request appropriate labels.

Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA. By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-recipient’s willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to OKOHS immediately.

To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

28. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP). These requirements can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13 .pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13.pdf). Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.
29. **False Claims Act and Program Fraud Civil Remedies (Article 17):** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
30. **Federal Debt Status (Article 18):** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

31. **Federal Leadership on Reducing Text Messaging while Driving (Article 19):** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
32. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
33. **Fly America Act of 1974 (Article 20):** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
34. **Funding Hold: Additional Information Required (Article 49):** FEMA has placed a funding hold on this award, and \$4,812,107.20 is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from obligating, expending, or drawing down the federal funds identified in this Article. To release this hold, additional information is required for the project/investment identified below. Please contact the relevant Preparedness Officer or Grants Management Specialist to receive further guidance on the steps required to release this hold.
 - Project/Investment # TBD IJ - TBD IJ: \$4,812,107.20, Revised cost share and federal share with redistributed funding.

If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.

35. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

36. **General Acknowledgements and Assurances (Article 2):** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.
 - I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
 - II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
 - III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials to civilrightsevaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publications/dhs-civil-rights-evaluation-tool>. DHS Civil Rights and Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to civilrightsevaluation@hq.dhs.gov prior to the expiration of the 30-day deadline.
37. **Hotel and Motel Fire Safety Act of 1990 (Article 21):** Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
38. **Indirect Cost Rate (Article 47):** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
39. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.
40. **Inventory:** During the term of this grant and for three years following the final financial report of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years and submitted to OKOHS. Inventory records must be maintained which include:
- Award number;
 - Description of the property;
 - Serial number or other identification number;
 - Source of the property (brand/manufacturer);
 - Vendor of the property;
 - Identification of title holder;
 - Acquisition date;
 - Cost of the property;
 - Percentage of Federal participation in the cost of the property;
 - Location of the property;
 - Use and condition of the property; and
 - Disposition data, including the date of disposal and sale price.
41. **John S. McCain National Defense Authorization Act of Fiscal Year 2019 (Article 22):** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
42. **Limited English Proficiency (Civil Rights Act of 1964 - Title VI) (Article 23):** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national

origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

43. **Lobbying Prohibitions (Article 24):** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
44. **Monitoring:** The Sub-recipient agrees to comply with the monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment, and maintenance of an up-to-date equipment inventory.
45. **National Environmental Policy Act (Article 25):** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
46. **Nationwide Cybersecurity Review (NCSR):** Recipients and sub-recipients of the FY 2024 SLCGP grant awards are required to complete the Nationwide Cybersecurity Review (NCSR) at <https://www.cisecurity.org/ms-isac/services/ncsr/>, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The NCSR is estimated to be open from October -February. The NCSR is an annual requirement for recipients and sub-recipients of SLCGP funds. Additionally, FEMA/CISA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such sub-recipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity.
47. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article 26):** It is DHS policy to ensure equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
48. **Non-Supplanting Requirement (Article 27):** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
49. **Notice of Funding Opportunity Requirements (Article 28):** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
50. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule A) unless OKOHS provides a written exception or extension to the Sub-recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and

revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.

51. **Patents and Intellectual Property Rights (Article 29):** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
52. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA)/ Cybersecurity and Infrastructure Security Agency (CISA).
53. **Prior Approval for Modification of Approved Budget (Article 46):** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
54. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 2 C, F.R. sections 200.318 through 200.327 General procurement standards contract provisions unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2 C, F.R. 200.321.

A Procurement Plan Worksheet **must** be submitted prior to or with each reimbursement for all equipment items.

55. **Procurement of Recovered Materials (Article 30):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
56. **Program Guidance:** To comply with all applicable laws, regulations, and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the State and Local Cybersecurity Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits:
<https://www.fema.gov/grants/preparedness/state-local-cybersecurity-grant-program/fy-24-nofo>

That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security

Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding.

To utilize grant funds for the furthering of the OKOHS State Strategy and the National Preparedness Guidelines. To comply with grant closeout procedures established by OKOHS.

57. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of performance or be subject to forfeiture of grant funds.

That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial, and financial capability for proper planning, management, and completion of approved projects.

58. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must ensure that it is used solely for authorized purposes. Sub-recipients should exercise caution in the use, maintenance, protection, and preservation of such property.

Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the 2 C.F.R § 200.313, and all other 2 C.F.R Part 200 requirements related to the property management that are applicable to equipment.

Encumbering Equipment – Additionally, recipients and sub-recipients may not encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

59. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.
60. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: “This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS.”
61. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
62. **Rehabilitation Act of 1973 (Article 31):** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

63. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.

To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

To provide DHS/FEMA/CISA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

64. **Reporting of Matters Related to Recipient Integrity and Performance (Article 32):** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
65. **Reporting Sub-awards and Executive Compensation (Article 33):** For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix, the full text of which is incorporated by reference.
66. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (Article 34):** Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
- I. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - II. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - III. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.
 - a. When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - applying the domestic content procurement preference would be inconsistent with the public interest;
 - the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format,

contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure |FEMA.gov. Definitions The definitions applicable to this term are set forth at 2C.F.R. § 184.3, the full text of which is incorporated by reference. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

67. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the final federal financial report date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA/CISA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three- year period). In accordance with the requirements set forth in the 2 C.F.R Part 200, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Retention is required for the purposes of Federal examination and audit. Records may be retained in an electronic format.
68. **SAFECOM (Article 35):** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment, and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
69. **Sanctions:** If a sub-recipient materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA/CISA may take one or more of the following actions, as appropriate in the circumstances:
 - Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
 - Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award.
 - Withhold future awards for the project or program.
 - Pursue any other legal remedy that may be available.
 - Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

Prior to taking action, OKOHS will provide the Sub-recipient with reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

70. **SLCGP Performance Goal (Article 50):** In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section F.4 Programmatic Performance Reporting Requirements.
71. **Terrorist Financing (Article 36):** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

72. **Trafficking Victims Protection Act of 2000 (TVPA) (Article 37):** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
73. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the OKOHS Training and Exercise Coordinator.
74. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:
 - Hiring of Public Safety Personnel
 - General use equipment including but not limited to items jurisdictions would normally be expected to have.
 - Items not pre-approved by OKOHS
 - Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)
75. **Universal Identifier and System of Award Management (Article 38):** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
76. **USA Patriot Act of 2001 (Article 39):** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c.
77. **Use of DHS Seal, Logo and Flags (Article 40):** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS components (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
78. **Whistleblower Protection Act (Article 41):** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.
79. **Written Approval of Changes:** Sub-recipient must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

Authorized Official:

Name, *please type or print*

Signature

Date

Cybersecurity Services for SLCGP Subrecipients

The following are services that SLCGP subrecipients are encouraged to participate. These services are free to SLT entities.

Cyber Hygiene Services

Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP.

For more information, visit CISA’s Cyber Hygiene Information Page.

Memberships and Resources

The EI-ISAC, is a collaborative partnership between the Center for Internet Security (CIS), CISA, and the Election Infrastructure Subsector Government Coordinating Council. The EIISAC is funded through DHS grants and offers state and local election officials a suite of elections-focused cyber defense tools, including threat intelligence products, incident response and forensics, threat and vulnerability monitoring, cybersecurity awareness, and training products. To register, please visit <https://learn.cisecurity.org/ei-isac-registration>. For more information, visit <https://www.cisa.gov/election-security>

The following list of CISA resources are recommended products, services, and tools provided at no cost to SLT governments, as well as public sector critical infrastructure organizations:

- [CYBER RESOURCE HUB](#)
- [Ransomware Guide \(Sept. 2020\)](#)
- [Cyber Resilience Review](#)
- [External Dependencies Management Assessment](#)
- [EDM Downloadable Resources](#)
- [Cyber Infrastructure Survey](#)
- [Validated Architecture Design Review](#)
- [Free Public and Private Sector Cybersecurity Tools and Services](#)
- [Cross-Sector Cybersecurity Performance Goals](#)
- [Web Application Scanning](#)
- [Risk and Vulnerability Assessment - Penetration Testing](#)
- [Cyber Resilience Essentials Assessment](#)
- [CISA’s Cybersecurity Marketplace](#)

In addition to these resources, CISA's [Interoperable Communications Technical Assistance Program \(ICTAP\)](#) provides direct support to SLT emergency responders and government officials across all 56 states and territories through training, tools, and onsite assistance to advance public safety interoperable communications capabilities. These services are provided at no cost and scalable to the community's needs. Within the catalog, the 9-1-1/Public Safety Answering Point/Land Mobile Radio Cyber Assessment technical assistance offering provides organizations with a review of their cyber posture in accordance with nationally recognized best practices guidelines. CISA employs the NIST Special Publication 800-53, Rev 5, "Security and Privacy Controls for Information Systems and Organizations" as a framework. Requests for ICTAP assistance are coordinated through the [Statewide Interoperability Coordinator](#) from each state and territory.



SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name		
Title		
Agency		
Mailing Address		State
		Zip
Phone #	Fax #	Email

Primary Contact Signature

Date

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? Yes No
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #

Secondary Contact Signature

Date

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name	OKOHS Award #
Title	Phone #
Jurisdiction (City, County, etc.)	Email
Mailing Address	State
	Zip

Chief Executive Officer Signature

Date

Form Revised as of: September 10, 2007

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*



Oklahoma Office of
Homeland Security

Prevent, Protect, Prepare

P.O. Box 53365
Oklahoma City, OK 73152
(405) 425-7296 Office (405) 425-7295 Fax
<https://oklahoma.gov/homeland-security.html>

QUARTERLY STATUS REPORT

OKOHS Award

Dollar Amount of this Award
\$ _____ (A)

Total Dollar Amount of this Award spent or encumbered (binding contract to purchase in effect) as of the end of the current quarter:
\$ _____

Dollar Amount you have Requested from OKOHS as of end of current quarter:
\$ _____ (B)

Dollar Amount Not yet requested as of end of current quarter:
\$ _____ (A-B)

Dollar Amount Being Released to OKOHS
\$ _____

INSTRUCTIONS:

- Email this completed form to OKOHS at hsgrants@okohs.ok.gov within 15 days of the end of each calendar **quarter**.
- Submit separate quarterly status reports for **each** OKOHS award.
- Submit a **canceled check** or **credit card receipt** for each item purchased.
- Submit a **"Final Report"** and **"Inventory"** after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- **ONLY FILL OUT THE AUTHORIZED OFFICIAL/PRIMARY CONTACT INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT**

Entity Name:	
Complete Address (only if changed from last report)	
Final Report YES ___ NO ___	Quarter Ended:
Grant Purpose (i.e., equipment, response trailer, critical infrastructure)	
Canceled check or credit card receipt sent YES <input type="checkbox"/> NO <input type="checkbox"/>	
Inventory sent with Final Report YES <input type="checkbox"/> NO <input type="checkbox"/>	

➤ **Describe grant activity during the past quarter:**

➤ **Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):**

➤ **List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:**

➤ **Have any items purchased with this OKOHS grant award been lost, destroyed, or otherwise disposed of? Yes No**
 If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):

➤ **Other comments, if any:**



Oklahoma Office of
Homeland Security

Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

QUARTERLY STATUS REPORT

Environmental Historic Preservation:

- Will any equipment be installed? YES NO
- If No: Skip to signature section.
- If Yes: Have you received an EHP form from OKOHS to complete? YES NO
- Have you taken pictures of where all the equipment will be installed (interior and exterior)? YES NO
- Have you submitted the pictures and EHP form back to OKOHS? YES NO
- Have you received approval from OKOHS/FEMA to proceed with the installation of the equipment requested in the EHP? YES NO
- Describe any delays in submitting the EHP form and pictures:

Quarterly Status Report signed by:

Type/Print Signor Name & Title:		Date:	
Email:		Phone Number:	

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications, and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

Complete the below section if any change in administration has taken place, if completed also submit a new Signature Authorization form to OKOHS.

<u>Authorizing Official (ie. the Mayor/City Manager/County Commissioner)</u>		<u>Primary Contact (Authorized Official(s))</u>	
Name/Title:		Name/Title:	
Telephone:	Fax:	Telephone:	Fax:
Email:		Email:	

PROCUREMENT PLAN WORKSHEET

OKOHS Grant Year: _____ Award Number: _____

Project Point of Contact (PPOC): _____

PPOC Agency: _____

PPOC Telephone Number: _____ PPOC Email: _____

Purchasing Agent/Procurement Officer Point of Contact (PA/PO): _____

PA/PO Agency: _____

PA/PO Telephone Number: _____ PA/PO Email: _____

State offices must follow procurements by states at 2 C.F.R. 200.317. Non-State entities and Non-profits must follow general procurement standards at 2 C.F.R. 200.318-200.327.

Please indicate which one of options listed below that you will use to select the vendor.

OPTION ONE: EXISTING GOVERNMENT CONTRACT:

Add a copy of how the Existing Government Contract was bid.

- Local Government Contract.**
Contract # _____
Contracting Officer _____ Phone No. _____
(Attach a copy of the contract, highlighting the items requested)
- State Government Contract.**
Contract # _____
(Attach a copy of the contract, highlighting the items requested)
- Federal Government Contract.**
Contract # _____
Type of Contract/Contract Name: _____
(Attach a copy of the contract, highlighting the items requested)

OPTION TWO: SMALL PURCHASE/P-CARD PURCHASE

Agency Threshold \$ _____

Emergency Purchase (explain): _____

OPTION THREE: SOLE SOURCE/BRAND PROCUREMENT:

A. Who at the local government has authority to determine “sole source” (i.e. city council, county commission, etc.)? _____

B. What steps are required to determine “sole source” by your local government?

(Attached a copy of the sole source paperwork.)

OPTION FOUR: REQUEST FOR PROPOSAL/BID

NSGP Sub-recipients please use this section. Please get at least three (3) quotes.

A. What agency will be conducting the RFP/Bid Process? _____

B. What are the steps for the agency to place a project out for bid? _____

C. What is the timeline to bid this project, once approved? _____

D. Were bid specifications developed? _____

E. What criteria was used to select your vendor?

(Attached a copy of RFP/Bid package and or quotes).

DELIVERY INFORMATION:

What is the exact address to which all equipment, supplies, etc. will be delivered?

Name of Department at delivery address: _____

Street Address: _____

City, State, Zip Code: _____

Name of contact person located at that address: _____

VENDOR INFORMATION:

Vendor Name: _____

Vendor Contact: _____ Phone No. _____

Vendor Address: _____

Vendor Quote Number (attach copy of quote): _____

This area for OKOHS use only – do not write in this area.

Who reviewed this PPW? _____

Did you review all attached documents? _____

Is this PPW approved? _____

When was an approval letter sent to the sub-recipient? _____



State and Local Cybersecurity Grant Close-Out Report

INSTRUCTIONS:		
<ul style="list-style-type: none"> ➤ Email this completed form to OKOHS at hsgrants@okohs.ok.gov within 30 days of the final reimbursement submission. ➤ Submit separate close-out reports for each OKOHS award. 		
Entity Name:		
Award Number:	State Cyber Plan Objective Number:	Project Number:
Grant Purpose:		

- Describe the cybersecurity initiatives undertaken during the period of performance, detailing the specific technical measures implemented and their effectiveness in mitigating cyber threats:

- If possible, provide a comprehensive overview of the cyber threats encountered and successfully mitigated throughout the grant period. Detail the nature of these threats and the impact they may have had on your systems or operations:

- If possible, elaborate on the assessments conducted to evaluate the security posture of your systems and infrastructure during and after the implementation of your product. Specify the number and types of assessments performed (e.g., penetration testing, vulnerability scanning) and outline the key findings and remediation actions taken as a result:

State and Local Cybersecurity Grant Close-Out Report

- If possible, detail the training initiatives undertaken to enhance the cybersecurity awareness and proficiency of personnel. Specify the number of individuals trained and categorize the training programs conducted (e.g., security awareness training, incident response drills) along with their impact on organizational resilience:

- If equipment acquisitions were made under the grant, provide insights into how these assets are integrated within your cybersecurity infrastructure to bolster defense mechanisms. Describe the specific technologies deployed and the role they play in deterring cyber threats:

Close-out Report signed by:			
Type/Print Signor Name & Title:		Date:	
Email:		Phone Number:	
Signor Certifies:			
<ul style="list-style-type: none"> ➤ Legal authorization to submit quarterly status reports on behalf of the named government entity. ➤ Compliance with all laws, regulations, statutes, assurances, certifications, and other requirements contained in the sub-grant application and guidance documents. ➤ All submitted data is true and correct to the best of signatory's knowledge. 			

Complete the below section if any change in administration has taken place.

<u>Authorizing Official (ie. the Mayor/City Manager/County Commissioner)</u>		<u>Primary Contact (Authorized Official(s))</u>	
Name/Title:		Name/Title:	
Telephone:	Fax:	Telephone:	Fax:
Email:		Email:	