



# Oklahoma Arts Sector ARPA Grants Grant Terms and Conditions (GTC)

## Instructions

By accepting an Oklahoma Arts Sector ARPA Grant, your organization agrees to the grant contract, grant terms and conditions, and all applicable appendices found in this Grant Terms and Conditions (GTC) package. This package contains the following:

- **For all grantees:** Grant Terms and Conditions
- **For all grantees:** Appendix A - Nondiscrimination Policies, Environmental Preservation Policies, Other National Policies, and Federal Funding Terms
- **For grantees receiving subrecipient funding only:** Appendix B - Rebuilding the Sector/Subrecipient Terms
- **For grantees receiving beneficiary funding only:** Appendix C - Revenue Loss/Beneficiary Terms

Please refer to your award notification package or the grant portal for more details specific to your award. For questions, contact us at [grants@arts.ok.gov](mailto:grants@arts.ok.gov) or 405-521-2040.

## I. Applicability

These ARPA Grant Terms and Conditions (Grant Terms) apply to grants that the Oklahoma Arts Council (Council) issues to eligible nonprofit organizations during the awarded grant period. This grant award implements the provisions of Title 2 of the Code of Federal Regulations (2 CFR) applicable to Grants and Agreements as well as any provisions applicable to American Rescue Plan Act of 2021 (ARPA) funding. Appendices A, B, and C include additional requirements for certain categories of grantees.

These terms are based on the applicable grant program guidelines detailed in the Grantee's award notification package, the Council's enabling legislation and administrative code, along with other State and Federal statutes, regulations, and all applicable laws that apply to grants, contracts, and cooperative agreements. Award recipients (Grantee or Grantee Organization) must be familiar with and comply with these requirements. Appendices applicable to your award will be noted in your award notification package.

The term "project" includes activities carried out as part of the grant program and grant award and include allowable expenses as detailed in the grant program guidelines and/or expenses submitted in the Grantee's approved application and any approved amendments (unless otherwise stated by the Council in writing).

The Grantee is responsible for ensuring that only allowable activities and costs, aligned with the approved grant are reflected in all submitted payment requests, reports, and supporting materials.

The Grantee organization must be in good standing with the Internal Revenue Service (IRS) and the State of Oklahoma. Nonprofit organizations who have had their IRS status revoked are not eligible for Council grant support. It is the Grantee's responsibility to ensure that their status is current at the time of the application and throughout the life of the grant award.

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Grantee Organizations cannot be listed under the SAM Exclusions federal debarred or suspended list. Council grant funds and match requirement (if applicable) cannot be used to support individuals or organizations listed under the SAM Exclusions federal debarred or suspended list.

### II. Responsibilities

In accepting a Council award, the Grantee organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with any provisions included in the award; other statutes, regulations, Executive Orders, and all applicable laws governing State and Federal financial assistance awards; and these Grant Terms, all of which are hereby incorporated into the award by reference. While the Council may provide the Grantee with reminders regarding award requirements, the absence of receiving such notice does not relieve the Grantee organization of their responsibilities. Submission of a signed grant contract by the Grantee's Authorizing Official constitutes the Grantee's agreement to comply with all the terms and conditions of the award. Contracts must be signed by the due date indicated in the award notification.

Failure to comply with these requirements may result in suspension or termination of the grant award and the Council's recovery of federal and/or state funds. In addition, the State of Oklahoma and the United States has the right to seek judicial enforcement of these obligations.

### III. Acknowledgement of Support

In accepting a Council award, the Grantee is required to acknowledge financial support from the Council through use of official logos and other written/verbal methods. Refer to the acknowledgement of support guidelines found in your official award notification package, grant portal, or the Oklahoma Arts Sector ARPA Grant webpage. Failure to appropriately acknowledge in accordance with the guidelines may result in the reduction and/or termination of the grant award.

### IV. Required Registrations

a. Federal Employer Identification Number (FEIN/EIN)

Every grantee organization must have a federal employer identification number (FEIN/EIN). The EIN is a unique number that identifies the organization to the Internal Revenue Service. More information can be found at [IRS.gov](https://www.irs.gov).

b. Unique Entity Identifier (UEI)

Every grantee organization must maintain an active Unique Entity Identifier (UEI), a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity doing business with the government in terms of contracts or grants and assistance awards is required to have a UEI. UEIs are issued by the System for Award Management ([SAM.gov](https://www.sam.gov)) and are part of an entity's record in the Entity Information section of SAM.gov. As a subrecipient/sub-awardee of federal funds or matching funds, Council

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grantees can obtain their UEI on SAM.gov using the “Nonprofit entity registering for grants/Getting a Unique Entity ID only” option and do not need to complete the full SAM.gov registration. The UEI provided in the Council grant portal must be identical to the active UEI in the System for Award Management ([SAM.gov](https://sam.gov)), from application submission through award closeout. More information can be found at [SAM.gov](https://sam.gov).

### c. Council Grant Portal Registration

Grantees are required to maintain user accounts on the Council’s online grant portal ([okarts.fluxx.io](https://okarts.fluxx.io)) for the project’s Authorizing Official and Primary Contact/Grant Administrator. It is the grantee’s responsibility to keep this information up to date throughout the life of the grant award. Designated Account Managers can update their organization’s user accounts, contact information, and designated project roles through the Oklahoma Arts Council grant portal.

- An Authorizing Official is designated per application and is the only individual with authority to agree to grant terms and enter into a contractual agreement with the Council on behalf of the Grantee Organization. In the event of a grant award, the Authorizing Official will review and electronically sign a grant contract.
- A Primary Contact/Grant Administrator is designated per application and serves as the primary contact for the project. They will receive important notices and communications from the Council’s Grants Office including award and payment notices. The Primary Contact/Grant Administrator cannot be the same individual as the Authorizing Official.
- An Account Manager is the sole individual who can submit eligibility verification requests, edit their organization’s contact information, and add or remove users associated with their organization.
- Additional Users may be added to each project to collaborate on applications and reporting.

If Grantees need to change the contacts associated with granted awards, they will need to submit a project amendment (See Section IX for more information).

### d. Oklahoma Supplier Portal

All Grantees are required to keep an updated Oklahoma Supplier Portal registration with the Oklahoma Office of Management and Enterprise Services (OMES). The registration must include current organizational information including name, business address, mailing/payment remittance address, Federal Employer Identification Number (FEIN)/Employer Identification Number (EIN), substitute IRS Form W-9 information, and financial/banking registration information. It is the Grantee’s sole responsibility to keep this information up to date throughout the life of the grant award. The Supplier Portal is managed by OMES. Any updates or changes to the Grantee’s address or payment information must be made in both the Supplier Portal and the Oklahoma Arts Council Grant Portal as soon as possible. Failure to do so may

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result in payment delays and/or possible fees associated with costs for cancellation and reissue of checks.

### V. Conflicts of Interest and Disclosures

- a. The Grantee must have written conflict of interest policies that ensure that all employees, board members, officers, or agents engaged in the administration of this grant award, avoid disclose in writing any potential conflicts of interest in accordance with 2 CFR § 200.112, 200.214, 200.31(c), and the federal guidance concerning use of State and Local Fiscal Recovery Funds.
- b. The Grantee must notify the Council of any violations of State and Federal criminal law involving fraud, bribery, or gratuity violations that potentially affect this award, as noted in 2 CFR § 200.

### VI. Statutory and Policy Requirements

The Grantee is responsible for complying with all requirements of the State and Federal award, including those based on:

- a. Statutory Policy Requirements

The Grantee is required to ensure that State and Federal funding is committed/expended, and programs are implemented in full accordance with Oklahoma State Statutes, Oklahoma Administrative Code, the U.S. Constitution, Federal Law, and public policy requirements. The Grantee is required to adhere to all applicable state and federal policy requirements as outlined in the applicable appendices, including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

- b. Oklahoma Arts Council

The Grantee is required to execute the project, (e.g., projects, programs, events, productions, workshops, business, administration, operations, etc. related to the approved project) in accordance with the Council's grant guidelines, grant terms, administrative code, and enabling legislation.

- c. Artistic Excellence and Artistic Merit

The Grantee is required to execute the project, (e.g., projects, programs, events, productions, workshops, business, administration, operations, etc. related to the approved project) in accordance with the National Endowment for the Arts' enabling legislation (20 U.S.C. § 954) including the requirement for artistic excellence and artistic merit. More information can be found at [arts.gov](https://www.arts.gov).

### VII. Financial Management and Internal Controls

The Grantee's financial management systems must meet state standards and federal standards as outlined in 2 CFR § 200, including but not limited to:

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- Accurate identification of State and Federal award data, financial results, and the ability to provide supporting documents (e.g., invoices, receipts, financial statements, etc.) upon request.
- Budget documentation outlining the awarded project's budget, where Council grant funds were applied, and if applicable what type of funding was utilized (beneficiary/revenue loss, subrecipient/rebuilding the sector, private match).
- Written procedures for determining the allowability of costs and for managing payments.
- Written procedures for procurement and bidding processes (if applicable).
- Written procedures for return of any funds unexpended as of the end date established by the U.S. government.

The Grantee must establish and maintain effective internal controls over the award and provide reasonable assurance that the Grantee is managing the award in compliance with State and Federal statutes, regulations, and the terms and conditions of the award.

### VIII. Cost Principles

All costs included in the approved project budget or reported on payment requests or reports for the award, whether supported with State and Federal or required matching funds or any voluntary committed cost share, must be:

- Necessary and reasonable for the performance of the grant award.
- Allocable and in conformance with these cost principles and as set forth in the award.
- Consistent with policies and procedures that apply uniformly to both State and Federally financed and other activities of the non-State or Federal entity.
- Accorded consistent treatment as either a direct or indirect cost.
- Determined in accordance with generally accepted accounting principles (GAAP).
- Adequately documented for reporting and audit purposes.
- Incurred during the approved grant period during which funds are budgeted.

#### General Grant Allowable and Unallowable Costs

The allowability of costs is based on Council enabling legislation, administrative code, grant program guidelines, and 2 CFR § 200. In addition to this general list, see the corresponding grant program guidelines for a full list of specific allowable and unallowable expenses.

#### a. Allowable expenses

- a. See the grant program guidelines for a list of specific allowable expenses

#### b. Unallowable expenses

1. Prizes or cash awards such as awards to individuals or organizations to honor or recognize achievement
2. Emergency relief funds for housing, food, etc. to individuals
3. Subgranting or subawarding activity
4. Food, drink, catering, or alcoholic beverages

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5. Hospitality expenses such as costs related to galas and receptions
6. Benefit events or other fundraising activities
7. Lobbying or advocacy expenses
8. Costs or services that are not rendered
9. Debt reduction
10. Funding cash reserve or endowment accounts
11. Events that are not open to the general public
12. Activities or expenses that may advance or inhibit any religious belief
13. Activities or expenses that are political in nature (see also Appendix A: Other National Policies on Lobbying)
14. Purchase or repair of vehicles, including but not limited to cars, vans, buses, trucks, sport utility vehicles, etc.
15. Home Office Workspace Rental of any property owned by any individuals or entities affiliated with the grantee entity for purposes such as a home office workspace is unallowable.
16. Prohibited telecommunications and video surveillance services and equipment including telecommunications and video surveillance services and equipment that is prohibited by P.L. 115-232, § 889.
17. Compensation to foreign nationals, including travel to or from foreign countries, when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
18. Visa costs paid to the U.S. Government (P.L. 109-54, Title III General Provisions, § 406)
19. Activities, expenses, or material that violate local, state, or federal laws or executive orders

### **IX. Project Amendments**

The Grantee is required to carry out project activity and expenses consistent with the application approved for funding by the Council. Project changes, modifications, or amendment requests are considered on a case-by-case basis and approval is not guaranteed. Until the Grantee receives written approval from the Grants Office, the Grantee may only incur costs consistent with the contract and terms of the award in effect at the time of the award notification. Grant amendments must be requested and submitted through the online grant portal. Failure to comply may result in the reduction or termination of the approved grant award. The submission of an amendment request does not guarantee an approval. The Council has the right to request additional information, such as updates on specific project activities, including a revised budget or an itemized list of expenditures, as needed. If the Council determines that the project changes will not accomplish the purposes for which the award was made, the Council may cancel the grant award in its entirety.

The following types of changes require a grant amendment request submitted through the grant portal and written approval from the Grants Office. It is not an exhaustive list of changes, and grantees should contact the Grants Office with any questions.

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- a. Report or payment request deadline extension  
Reports and payment requests must be submitted no later than the deadline(s) specified in the award notification package. Deadline extension requests must be submitted before the original deadline date. The Grantee will need to provide the new deadline date and rationale for the request. A maximum of three (3) deadline extensions may be approved per grant before the Council acts on noncompliance penalties.
- b. Project date change  
The Grantee will need to provide the new proposed project dates and rationale for the change. Funds must be used during the awarded grant period and may not be rolled over for use in past or future programs.
- c. Project scope change  
To include changes to the approved project activities, programming selection, focus of content, significant changes in primary audience, changes in key project artists, changes in venue or locations, or changes in the breadth or impact of projects. The Grantee will need to provide the new proposed change and rationale for the change.
- d. Budget change  
To include budget changes due to a significant change in the scope of the awarded project. Contact the Grants Office for guidance before submitting an amendment for a budget change.
- e. Contact change  
If Grantees need to change the contacts associated with granted awards, they will need to submit an amendment request and include the following information:
  - A brief explanation for the change,
  - The name of any contact being removed from the award,
  - The name of any contact being added to the award,
  - The role, title, phone number, and email address for all contacts being added.
- f. Cancelled Project  
The Grantee may decide to cancel the award after it has been made. After the grant contract is signed, the grantee may choose to cancel the award for reasons such as the project being cancelled, or the grantee chooses to no longer accept the terms or requirements of the grant. Contact the Grants Office for guidance.
- g. Decline Grant  
The Grantee may decide to decline the grant award before accepting the grant and entering a contract. Contact the Grants Office for guidance.

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### X. Performance and Reporting

#### a. Reporting

The Council may require the Grantee to submit certain information before funds can be released (e.g., status reports, financial reports, narrative reports, etc.) or at other times during the grant activity dates. These reporting requirements will be noted in the award notification when possible or communicated to the grantee in writing.

Grantees must submit all required reporting no later than the deadlines specified in the award notification package or as specified through written communication.

Reports may include:

- Financial reports
- Status reports
- Narrative reports
- Reports that provide information on the performance of the award activities, budget, and associated data
- Support material as outlined through the reporting requirements

#### b. Site Visits

As part of award monitoring, the Council may conduct a visit to the project's events and/or request to meet with the Grantee's organizational staff to evaluate programming conducted and/or organizational practices and controls as part of the grant award. A site visit may include interacting with staff, observing facilities, assessing documentation, and evaluating programs. Upon request, Grantees must provide the Council with a minimum of two tickets to events, exhibitions and/or performances at no cost. The Council may request additional tickets if deemed necessary.

#### c. Failure to Comply with Performance and Reporting

While the Council may provide the Grantee with reminders regarding award requirements and deadlines, the absence of receiving such notice does not relieve the Grantee of their responsibilities. Action for late and/or unreceived final reports may include:

- A partial award penalty/deduction from the grant award
- The Council's withdrawal of funding support on the award
- The Grantee's eligibility to receive and/or apply for new grant awards

### XI. Open Meetings and Records, Retention, and Audit Access

As a recipient of public funds, the Grantee may be required to follow the State of Oklahoma's Open Meeting Act (25 O.S. Sections 301-314) as well as the Open Records Act (51 O.S. Section 24) when public dollars are involved.

Financial records, supporting documents, statistical records, and all other related entity records pertinent to the Council grant award must be retained for a period of seven (7) years



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from the date of submission of the final report. The Council, Oklahoma State Auditor and Inspector, and the Office of the Inspector General shall reserve the right to request an audit of the Grantee's records for the approved project including program and financial records.

a. Electronic Copies

Grant award-related information should be collected and stored in open and machine-readable formats whenever practicable. Such information is generally accessible to the public pursuant to the provisions of the Oklahoma Open Records Act, Freedom of Information Act (FOIA) (if applicable), and other applicable State and federal law, unless expressly exempt.

At their own expense, the Grantee shall prepare electronic copies of all required documents and deliver said documents to the Council or any parties conducting business on behalf of the Council upon written request within fourteen (14) days of the written request.

b. Additional Access to Records

During the grant period and the subsequent retention period, the National Endowment for the Arts Inspector General, the Comptroller General of the United States, OMES Grants Management Office or any authorized representatives has the right of access to any documents, papers, or other records which are pertinent to recipients of Federal award funds, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained.

c. Cease of Operations

In the event that the Grantee ceases operations of their nonprofit during this seven (7) year period, the Grantee must provide copies of these records to the Council within thirty (10) days of ceasing operations.

## XII. Noncompliance

a. Penalties

If the Grantee fails to comply with applicable State and Federal statutes, regulations, or the terms and conditions of the award, the Council may impose additional conditions and/or penalties. If the Council determines that noncompliance cannot be resolved by imposing additional conditions, the Council may take one or more of the following actions:

- Temporarily withhold grant payments pending correction of the deficiency, or more severe enforcement action.
- Disallow the use of Council funds for the unallowable costs or activities.
- Wholly or partly suspend or terminate the Council award.

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- Request for partial or full repayment of funds within thirty (10) days of notification.
- Withhold future Council awards.

### b. Cancellation

A cancellation occurs after a grant award contract has been signed and entered into effect. The grant award may be terminated in whole or in part as follows:

- By the Council, if
  - the Grantee fails to comply with the terms of the grant award;
  - the award no longer meets the program goals or addresses Council priorities;
  - in the event that Council funds available for grant awards are reduced or canceled; or
- By the Grantee, upon notifying the Grants Office in writing with reasons for cancellation and the effective date.

## **XIII. Closeout, Modifications, and Continuing Responsibilities**

After the project end date/grant period, the next stage of an award's life is termed closeout. During the closeout process, the Council reviews final reports and other items to determine if all applicable administrative actions and all required work of the award have been completed in an acceptable manner and in accordance with the terms and conditions of the award.

Reports must be submitted no later than the deadlines specified in the award notification package or in writing from the Council. Upon receipt and approval of all reporting requirements, the Council will close out the award. Any unused grant funds shown on the submitted final financials will be subtracted from the original award amount.

- a. After closeout, reduced/unused funds will no longer be available.
- b. Closeout will also occur even if reports are not received. If reports are not submitted, the Council holds the right to reduce or cancel the grant award.
- c. The closeout of an award does not affect any of the following:
  - The Council's right to recover funds on the basis of a later audit or other review within the record retention period.
  - The Council's ability to make financial adjustments to a previously closed award.
  - Audit requirements.
  - Property management and disposition requirements.
  - Records retention as outlined in the grant terms.



# Oklahoma Arts Sector ARPA Grants GTC Appendix A

## Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

The Grantee must ensure that the funded project is implemented in full accordance with the applicable U.S. Constitution, State and Federal Law, and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

### **I. Nondiscrimination Policies**

As a condition of receipt of financial assistance, the Grantee acknowledges and agrees to execute the project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency.
- b. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to [www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance](http://www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance).
- c. Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

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- e. The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
- f. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Access should be integrated into all facets and activities of an organization, from day-to-day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

### Section 504 Self-Evaluation and Additional Resources

- i. A Section 504 self-evaluation must be on file at the Grantee's organization. To help evaluate programs, activities, and facilities with regard to Section 504 accessibility requirements, the Civil Rights Office has a Section 504 Self Evaluation Workbook available on their website.
- ii. The Grantee should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed and made available to the public and the National Endowment for the Arts upon request. The 504 Workbook or other compliance documents may be requested for various potential scenarios including an Inspector General audit and/or civil rights investigation.
- iii. Design for Accessibility: A Cultural Administrator's Handbook provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website.

## II. Environmental and Preservation Policies

- a. The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment;

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or to issue a "finding of no significant impact," pursuant to applicable regulations.

- b. The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period.

### III. Other National Policies

- a. Debarment and Suspension. The Grantee organization must comply with requirements regarding debarment and suspension. There are circumstances under which we may receive information concerning the Grantee's fitness to carry out a project and administer Federal funds, such as:
  - i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
  - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
  - iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, the Council may need to act quickly to protect the interest of the government by suspending the Grantee's funding while the Council undertakes an investigation of the specific facts. The Council may coordinate suspension actions with other government agencies that have an interest in the findings. A suspension may result in your debarment from receiving funding government-wide for up to three (3) years.

- b. The Drug Free Workplace Act requires the Grantee to publish a statement about your drug-free workplace program. The grantee must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal

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contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- d. The Grantee must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code).
- e. Lobbying. The Grantee may not conduct political lobbying, as defined in the statutes and regulations listed below, within State and Federally supported projects. In addition, the Grantee may not use State or Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC § 1913).

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Lobbying (2 CFR § 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

Certification Regarding Lobbying to Obtain Awards. 31 USC § 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

- f. Davis-Bacon and Related Acts (DBRA), (if applicable) as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at [www.dol.gov/compliance/guide/dbra.htm](http://www.dol.gov/compliance/guide/dbra.htm). DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

- g. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC § 3001 et seq.).

#### **IV. Federal Funding Terms**

All requirements set forth in Appendix A, Section IV. Federal Funding Terms (may also be

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

referred to as OMES Attachment G) that are applicable may also govern your award.

This State of Oklahoma Federal Funding Terms is a Contract Document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, grantee, or contractor ("Supplier"). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier ("Parties") must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

*The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.*

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

a. Affirmative Steps for Contracting

- i. Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
  1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;



## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

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5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

b. Information Submitted

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

c. Competitive Bidding

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

d. Auditing and Monitoring Requirements

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

- i. The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.
- ii. If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

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- iii. No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
- iv. The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. Buying Preferences
  - i. Domestic Preferences, 2 CFR Section 200.322. Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:
    - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
    - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
    - 3. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.
  - ii. Buy America Preference, 2 CFR Part 184. Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

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### f. Statutes and Regulations Prohibiting Discrimination

- i. Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

Construction Contracts 41 CFR Section 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

### Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- ii. Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

g. Contract and Subcontract Level Requirements

In addition to State procurement regulations, the following Federal regulations apply:

- i. Contracts and Purchases in Excess of \$2,000. The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:
  1. Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contracts and Purchases in Excess of \$10,000.
  1. Recovered Materials. Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

### Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

- iii. Contracts and Subcontracts for \$25,000 and Above
  - 1. Suspension and Debarment. Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
  
- iv. Contracts and Purchases \$100,000 and Above
  - 1. The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708. Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - 2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

### Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractors must review and sign the attached certification regarding lobbying (GTC Appendix A Attachment 1).

v. Contracts and Purchases \$150,000 and Above

1. Clean Air Act (42 U.S.C. §§ 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

vi. Contracts and Purchases \$250,000 and Above

1. Remedies. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

h. Other Applicable Laws

- i. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- ii. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- iii. Publications. Any publications produced with funds from a Federal award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- iv. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

## Oklahoma Arts Sector ARPA Grants • GTC Appendix A

### Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

1. The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- v. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.
1. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
  2. As described in Public Law 115-232, section 889, Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  3. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
  4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary

## **Oklahoma Arts Sector ARPA Grants • GTC Appendix A**

Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- vi. Termination for Cause and Convenience - Provisions under OMES Contract Attachment B may apply.





# Oklahoma Arts Sector ARPA Grants GTC Appendix A Attachment 1

Certification Regarding Lobbying  
Required by 31 CFR Part 21  
*Required for Purchases and Contracts of \$100,000 and above*

The undersigned certifies, to the best of their knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

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Signature of Supplier's Authorized Official

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Name	Title	Date
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# Oklahoma Arts Sector ARPA Grants

## GTC Appendix B

### Rebuilding the Sector/Subrecipient Terms

Applicable only to Grantees identified as **subrecipients** of Rebuilding the Sector/Subrecipient funds who will be expending American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) received from the Council for its Oklahoma Arts Sector ARPA Grant program. A Subrecipient may award ARPA funds to a vendor/supplier/contractor for goods/services approved in the Subrecipient's grant agreement. A vendor/supplier/contractor is an entity the subrecipient pays to perform a service or provide a good for the benefit of the subrecipient. For more information on the differences between a subrecipient, a contractor, and a beneficiary, see <https://oklahoma.gov/content/dam/ok/en/arpa/documents/reporting-and-compliance/OK%20ARPA%20-%20Compliance%20best%20practices%20-%202022-06-17%20V-F.pdf>.

The Council will provide payment to the Grantee/Subrecipient in reliance on the representations, certifications and warranties made by the Grantee/Subrecipient in its Application on the terms and conditions stated herein.

The Grantee/Subrecipient additionally must certify compliance with the State Fiscal Recovery Fund Program Assurances Issued on June 2, 2021, as identified in Appendix D.

Therefore, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

I. **Article I: Representations of the Grantee/Subrecipient**

The Grantee/Subrecipient agrees to the following representations necessary to be eligible for receipt of a grant from the Council.

- a. The Grantee/Subrecipient is a non-federal entity located entirely within the geographic boundaries of the State, and has full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein).
- b. Authority. The representatives of the Grantee/Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee/Subrecipient to the terms and conditions herein.
- c. No Litigation. Grantee/Subrecipient certifies that there are no pending or potential actions, suits, proceedings, inquiries, or investigations against the Grantee/Subrecipient that would prevent or affect the Grantee/Subrecipient from qualifying for the grant. Such actions include but are not limited to: 1) restraints or injunctions against the execution and delivery of this Agreement or the undertaking of any Project as defined herein); or 2) otherwise contesting or

**Oklahoma Arts Sector ARPA Grants • GTC Appendix B**  
Rebuilding the Sector/Subrecipient Terms

affecting the validity of this Agreement based on the corporate status of the Grantee/Subrecipient nor the title to office of any authorized representatives of the Grantee/Subrecipient executing this Agreement.

- d. SAM Registration. Grantee/Subrecipient is registered with the U.S System for Award Management (SAM) and confirms that the Unique Entity Identifier (UEI) listed in Exhibit A is the correct such number for the Subrecipient as of the date hereof.
- e. Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee/Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed by applicable federal or state law; in equity; or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- f. Information Submitted. All information, reports, and other documents and data submitted to the Council in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- g. Ratification. By executing this Agreement, the Grantee/Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the Council in connection with this Agreement (including, without limitation, this Agreement and the Application(s) attached hereto as Application as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).
- h. Competitive Bidding. All funds received by the Grantee/Subrecipient herein are subject to the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable, and the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327. The Grantee/Subrecipient acknowledges and agrees that ARPA funds it receives if applicable may be subject to competitive bidding. More information on those requirements can be found on the OMES website found here:  
<https://oklahoma.gov/content/dam/ok/en/arpa/documents/reporting-and-compliance/OK%20ARPA%20-%20Compliance%20best%20practices%20-%202022-06-17%20V-F.pdf> and  
<https://oklahoma.gov/omes/services/purchasing.html>.

**Oklahoma Arts Sector ARPA Grants • GTC Appendix B**  
Rebuilding the Sector/Subrecipient Terms

- i. Grantee/Subrecipient shall maintain, and supply to the Council, upon request procurement-related documentation, including but not limited to:
  - 1. open solicitations,
  - 2. non-competitive procurement justification memos,
  - 3. cost or price analysis,
  - 4. signed and executed contracts, change orders, purchase orders,
  - 5. invoices with supporting materials such as timesheets, usage logs for rented or leased equipment, and proof of receipt of materials, e.g. a bill of lading,
  - 6. where applicable, documentation that substantiates a high degree of contractor or supplier oversight such as daily or weekly logs and records of performance meetings,
  - 7. equipment and supply asset inventory, including disposition.
- i. Performance and Financial Monitoring and Reporting. All funds received by the Grantee/Subrecipient herein are subject to the financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection. An amendment to this Agreement will be provided by the Council prior to any required reporting that identifies required cadence and format for reporting. Grantee/Subrecipient acknowledges that the receipt of these funds obligates the Grantee/Subrecipient to provide oversight and information collection on an internal basis as well as to be the subject of external oversight and information collection as described in those regulations.
- j. Grantee/Subrecipient Monitoring and Management. The Grantee/Subrecipient agrees to follow the provisions for subrecipients found in Sections 2 CFR §200.331 as well as aid the Council upon request in its monitoring capacity by providing access to as well as any information requested by the Council for that purpose.
- k. Record Retention Requirements. The Grantee/Subrecipient acknowledges that the funds for the ARPA Grant are subject to the requirements found in Section 2 CFR §200.334 through 2 CFR §200.338 and agrees to the meet the same. Grantee/Subrecipient is required to maintain and retain records and provide access to such records.
- l. Audit Requirements. The Grantee/Subrecipient acknowledges that the funds for the ARPA Grant are subject to the requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520 and agrees to meet the same.

**Oklahoma Arts Sector ARPA Grants • GTC Appendix B**  
Rebuilding the Sector/Subrecipient Terms

Grantee/Subrecipient is subject to audit by Federal and State entities and agrees to be prepared to perform those responsibilities required for Auditees.

- m. Grantee/Subrecipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Subaward for seven (7) years from the date of submission of the Final Expenditures Report, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken.
- n. Grantee/Subrecipient shall retain all records related to real property until seven (7) years after final disposition of the property. If the U.S. Department of Treasury requests transfer of any of Grantee/Subrecipient's records to it, Grantee/Subrecipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance.

**II. Article II: State Fiscal Recovery Program Assurances**

The Grantee/Subrecipient further acknowledges and agrees to the additional assurances described below.

- a. Subaward Information to collect from Grantee/Subrecipient for the State and Local Fiscal Recovery Fund ("SLFRF") reporting:
  - i. Project Expenditure Category
  - ii. Grantee/Subrecipient Name (must match SAM.gov)
  - iii. Grantee/Subrecipient Unique Entity Identifier (UEI)
  - iv. Subaward period of performance start and end date
  - v. Total amount of federal funds obligated to this Grantee/Subrecipient in this Agreement
  - vi. Description of the purpose of the subaward
  - vii. Other data as required by the Council to fulfill its obligations under the most recent version of the Department of Treasury's State and Local Fiscal Recovery Funds Reporting and Compliance Guidance

**b. SLFRF Program Assurances**

A Grantee/Subrecipient must attest to the following:

- i. Compliance with Federal Requirements
  - 1. Grantee/Subrecipient confirms understanding it is a Subrecipient of State and Local Fiscal Recovery Funds, and agree to comply

## Oklahoma Arts Sector ARPA Grants • GTC Appendix B

### Rebuilding the Sector/Subrecipient Terms

with applicable federal compliance, reporting, and contract requirements, including but not limited to:

- a. The American Rescue Plan Act of 2021, P.L. 117-2, March 11, 2021, as amended.
  - b. US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.
  - c. Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.
  - d. Notice of Davis Bacon Act Requirements: Should the Grantee/Subrecipient funded under this Agreement combine the OAC funds with funding from other state and/or federal sources for a capital project, the Davis-Bacon requirements may apply. Grantee is solely responsible for determining the applicability of and compliance with Davis-Bacon requirements for all capital projects funded under this Agreement.
2. Grantee/Subrecipient acknowledges that federal requirements include, but are not limited to:
- a. All funds expended under this award must be in compliance with the American Rescue Plan Act and applicable US Department of Treasury guidance (as may be amended from time to time).
  - b. The Grantee/Subrecipient will be subject to a single audit or program specific audit when the Grantee/Subrecipient expends \$750,000 or more in a fiscal year
  - c. Grantee/Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Grantee/Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

## Oklahoma Arts Sector ARPA Grants • GTC Appendix B

### Rebuilding the Sector/Subrecipient Terms

#### ii. Subrecipient Compliance Monitoring

1. The Grantee/Subrecipient agrees to undergo monitoring as requested or scheduled. Monitoring will provide timely and ongoing assistance and information to the Council to monitor and evaluate compliance with the terms of the award. The Council, at its discretion, may perform periodic fiscal and program monitoring reviews.
2. The Grantee/Subrecipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents and financial records sufficient to establish compliance with ARPA. Records to support compliance with ARPA may include, but are not limited to, copies of the following:
  - a. General ledger and subsidiary ledgers used to account for (a) the receipt of SFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
  - b. Budget records;
  - c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
  - d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
  - e. Contracts and subcontracts entered into using SFRF payments and all documents related to such contracts;
  - f. Grant agreements and grant subaward/beneficiary agreements entered into using SFRF payments and all documents related to such awards;
  - g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors and tertiary subrecipients;
  - h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient/beneficiary subawards;
  - i. All internal and external email/electronic communications related to use of SFRF payments; and



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- j. All investigative files and inquiry reports involving SFRF payments.
- iii. Required Programmatic Data  
The Grantee/Subrecipient agrees to provide the applicable required programmatic data listed within the most recent US Department of Treasury's State and Local Fiscal Recovery Funds Reporting and Compliance Guidance to the State of Oklahoma. The Arts Council will provide Grantee/Subrecipient with amendments to this Agreement that identify required cadence and format for reporting.
- iv. Use of Evidence
  1. All Arts Council Awards are limited to projects in the expenditure category 2 (Negative Economic Impacts) and the Grantee/Subrecipient agrees to report annually to the Council the total dollar amount of funds from the subaward expended on evidence-based interventions, as defined by the US Department of Treasury.
  2. Arts Council awards may only be used for allowable ARPA purposes.
- v. Additional Assurances
  1. The Grantee/Subrecipient acknowledges that if the Grantee/Subrecipient expends more than \$750,000 in Federal awards during their fiscal year, the Subrecipient will be subject to audit under the federal Single Audit Act Amendments of 1996, Pub. L. No. 104-156, (July 5, 1996). The Grantee/Subrecipient will inform the State of Oklahoma that a Single Audit will be required for the prior fiscal year and each fiscal year which will be covered pursuant to this Agreement.
  2. The Grantee/Subrecipient acknowledges that all funds must be expended by December 31, 2026, and the balance of unspent funds must be returned to the State of Oklahoma. "Expended" means that the grantee/subrecipient has actually transferred the funds to another.
  3. Upon identification of unallowable costs or misuse of funds, the Grantee/Subrecipient is entitled to present a written application for appeal of that decision by the Council. Upon receipt of such an application, the Council Grants Office will provide the Grantee/Subrecipient an opportunity for a meeting on such application. Subsequent to that meeting the Council will issue a letter approving or denying the application for appeal. If Arts

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### Rebuilding the Sector/Subrecipient Terms

Council determined that unallowable costs or misuse of funds did occur, corrective action will take place in accordance with Council policies and procedures. Those procedures may include recouping the misspent funds from the Grantee/Subrecipient.

4. Recoupment of Costs. Grantee/Subrecipient shall be responsible for, and hereby agrees to promptly pay or reimburse the Council for all costs incurred by the Council, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts, provided that sufficient legislative appropriations exist to pay said costs and provided that the costs are substantiated by supporting documentation.
5. The Grantee/Subrecipient agrees to retain records and supporting documentation, including records pertinent to the compliance of all subcontractors or beneficiaries paid from funds under this agreement, for a period of five years after all funds have been expended or returned to US Department of Treasury, whichever is later.

### III. **Article III: The Grant**

Grant Amount. The Council agrees to make, and the Grantee/Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified in this agreement. From and after the date hereof, the Council may agree to make and the Grantee/Subrecipient may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto and shall become a part of this Agreement.

Grant Purpose. Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").

Grant Distribution. The Grantee/Subrecipient and the Council agree that the funds will be distributed in accordance with the terms as determined by the Council.

Grant Expenditure Schedule. The Grant will not pay any costs other than those obligated and expended during the period of the grant agreement. Unused grant funds shall be returned to the Council promptly within ten (10) business days of the request.

Executed Grant Agreement. The Council shall receive a duly executed original of the grant agreement through the grant portal.

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### Rebuilding the Sector/Subrecipient Terms

Expiration of Agreement. The grant agreement will terminate in the event that performance is not rendered in accordance with the grant expenditure schedule as determined by the Council.

Additional Funding. The Grantee/Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee/Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project. Any additional funding may have separate terms and restrictions that do not override these obligations.

#### IV. **Article IV: Remedies for Non-Compliance**

The Council in its sole and absolute discretion of Grantee/Subrecipient non-compliance, may impose additional conditions for compliance as described in 2 CFR §200.208. If the Council determines that noncompliance cannot be remedied by imposing additional conditions, the Council may take one or more of the following appropriate actions, in accordance with 2 CFR§ 200.339:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee/Subrecipient or more severe enforcement action.
- b. 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.
- c. Wholly or partly suspend or terminate the grant.
- d. Recommend a proceeding be initiated with the US Department of Treasury for suspension or debarment in accordance with 2 CFR part 180.
- e. Take other remedies that may be legally available.

Notice of Remedy. The Council shall provide the Grantee/Subrecipient with written notice of required remedy(ies), setting forth the reason(s) for remedy(ies).





# Oklahoma Arts Sector ARPA Grants

## GTC Appendix C

### Revenue Loss/Beneficiary Terms

Applicable only to Grantees identified as **beneficiaries** of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) through the Oklahoma Arts Sector ARPA Grant program for revenue loss/negative financial impact funding. Revenue Loss/Beneficiary payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) ("section 602").

The Oklahoma Arts Sector ARPA Grant program's negative financial impact funding (or "the program") is designed to provide necessary relief to Oklahoma nonprofits conducting arts programming and services that have been negatively impacted by the effects of COVID-19.

Beneficiary awards received through this program are intended to replace funds previously lost and may be used for operational purposes the Grantee/Beneficiary would have normally engaged in during the period of loss. Funds must be expended in compliance with the Oklahoma Arts Council's ARPA Grant Terms and Conditions. In addition, beneficiary funding **cannot** be used for the following:

- Deposit into a pension fund
- Service debt or replenish financial reserves
- Satisfy settlements and judgements
- Fund programs, services, or capital expenditures that include a term or condition that undermines efforts to help stop the spread of COVID-19

To the extent that actual expenditures or demonstrated need is less than the total award amount, Grantee/Subrecipient agrees to return the balance of unspent funds to the State of Oklahoma. Grantee/Subrecipient must repay to the Council the award or portion of the award if: any funds received were issued in error; are based on incorrect representations made to the Council; or any costs forming the basis of an award under this program have been or will be covered by other federal grants or awards or federally forgiven loans received by Grantee/Subrecipient. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Council.

The Grantee/Beneficiary is required to keep specific records of all expenses for which the funds were used, for a period of seven (7) years. Upon request, the Grantee/Beneficiary shall provide access to these records to the State of Oklahoma, its agencies, agents, directors, and/or any party that has contracted with the State for the exclusive purposes of evaluating or ensuring compliance with this program's requirements. At their own expense, the Grantee/Beneficiary shall prepare electronic copies of all required documents and deliver said

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Revenue Loss/Beneficiary Terms

documents to the Council or any of the aforementioned parties upon written request within fourteen (14) days of the request.

In the event that the Grantee/Beneficiary ceases operations of the nonprofit during this seven (7) year period, the applicant must provide electronic copies of these records to the Council within thirty (10) days of ceasing operations.

Failure to abide by any reporting requirement shall require the Grantee/Beneficiary to repay funds to the State of Oklahoma within thirty (10) days of a written request for repayment.