

Mississippi Office of  
Homeland Security  
FY22 State and Local  
Cybersecurity-Batch 1  
Sub-Recipient  
Grant Administrator's  
Guide



**Sub-Recipient’s Grant Administrators Guide**

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## **Purpose of the Sub-Recipient Grant Administrator’s Guide:**

The purpose of the Sub-Recipient Grant Administrator’s (SGA) Guide is to establish consistent program and project management procedures for the Sub-Recipients of the Mississippi Office of Homeland Security (MOHS). This guide will enable sub-recipients to manage an awarded homeland security grant and help guide in compliance with U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) and State regulations. This guide contains information, administrative, and financial procedures and will assist staff and administrators in performing their assigned functions.

This SGA Guide does not, however, specifically address all regulations which must be followed. References to other Federal and State manuals and policies will be included, if applicable. It is the responsibility of the SGA to review and comply with all federal and state regulations. This guide is intended for use by MOHS personnel, department employees, State and local government officials and anyone interested in the procedures which are followed by MOHS.

This SGA Guide has been developed to provide Homeland Security grant programs with a comprehensive listing of Mississippi and Federal regulations governing the administration of approved homeland security projects. If questions arise, which are not covered by this SGA Guide, the questions should be directed to the Mississippi Office of Homeland Security (MOHS).

This guide is intended as a program guide for use by sub-recipients, and any others interested in procedures in support of the federal grant program administered through the MOHS. This guide should serve as a day-to-day management tool for the Sub-Recipient to administer grant programs funded through the MOHS.

## **Updating the Sub-Recipients Grant Administrator’s Guide:**

The MOHS will review this SGA Guide every grant fiscal year to ensure that procedures remain current and accurate. MOHS sub-recipients will be notified of any updates made to the SGA Guide.

## **Availability of Sub-Recipient Grant Administrator’s Guide:**

An electronic copy of the SGA Guide will be provided via email to each agency after Grant Orientation. For more information, contact the MOHS office at 601-987-1278 and at [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov).

## **Laws and Regulations:**

### Authority:

For a State to receive federal funds under Homeland Security Act, the Governor must establish a Homeland Security Agency that has adequate powers and is suitably and organized to carry out homeland security program to the satisfaction of the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA). See Sections 2002 to 2004 of the Homeland Security Act of 2002 (Pub. L. No. 107-296), codified as amended (6 U.S.C. §§ 603-605) and the Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260).

Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Super Circular): 2CFR Part 200 and 1201: The Super Circular super-cedes 49 CFR Parts 18 and 19 (Common Rule). The Super Circular was adopted by the Department of Homeland Security on December 26, 2014. All grants will follow the requirements in the Supercircular, 2 CFR Parts 200 and 1201.

Internal Management Controls: The MOHS shall have policies and procedures to reasonably ensure that: (a) programs achieve their intended results; (b) resources are consistent with agency mission; (c) programs and resources are protected from waste, fraud, and mismanagement; (d) Federal laws and regulations are followed; (e) reliable and timely information is obtained, maintained, reported and used for decision making; and (f) reasonable measures are taken to safeguard protected personally identifiable information and other information designated as sensitive, see [2 CFR Part 200.303](https://www.fda.gov/oc/2013/05/2013-05-20-2-cfr-part-200-303).

Other Applicable Office of Management and Budget Circulars: Federal regulations at 2 CFR Parts 200 and 1201 supersede OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133. FEMA recipients are responsible for following all standards in 2 CFR Part 200 as modified by 2 CFR Part 1201.

State Laws and Regulations: The laws and regulations of the State of Mississippi Department of Public Safety policy also govern the Mississippi Office of Homeland Security (MOHS). The Department of Public Safety was enacted and created by Mississippi statutes, *MCA, Section 45-1-2, et seq.*

The Mississippi Office of Homeland Security was established by Executive Orders [Executive Order 872](#) and repositioned under the authority of the Mississippi Department of Public Safety through [Executive Order 916](#). These orders give the MOHS the authority to monitor and evaluate programs; promote and coordinate homeland security activities; assist in the prevention of terrorist attacks within the State, reduce vulnerability to terrorism and or any disaster that may occur, minimize the damage, and recover from events that do occur.

Organization: The MOHS is located within the Mississippi Department of Public Safety. Homeland Security Programs are assigned to MOHS personnel and various State programs as necessary, may be assigned as required by State statute.

Governor's Homeland Security Representative/State Administering Agent: The Governor of Mississippi names a Homeland Security Advisor and a State Administering Agent (SAA) for Homeland Security to act as his or her representative for the State's homeland security program.

The Commissioner of the Department of Public Safety makes recommendations to the Governor regarding a selection for the SAA for the Mississippi Office of Homeland Security. The SAA is responsible for signature, authorization and certification of the annual Investment Justification, Threat, and Hazard Identification Risk Assessment (THIRA) and corresponding applications for funding to the Mississippi Office of Homeland Security.

Authority Delegation & Signatory Authority: The MOHS provides SAA authority documentation to FEMA's Region IV office. Authority documents shall be updated periodically to correspond with personnel changes within the MOHS.

NIMS Compliance: The State of Mississippi formally adopted ([Executive Order 932](#)) and follows the principles of the National Incident Management System (NIMS) as specific by the U.S. Department of Homeland Security (DHS).

- NIMS provides standards that ensure compatible equipment, training, and procedures for all Mississippi first responders.
- All recipients and sub-recipients will ensure that purchased equipment conforms to NIMS and if said equipment is identified in the NIMS Resource Typing Definition that it conforms as defined by Federal Emergency Management Agency (FEMA).
- Equipment, communications, and data systems acquired through State/Territorial and local acquisition programs are interoperable.
- Subrecipients must be NIMS compliant and must sign compliance with the Grant Application. Non-Compliance can result in funds being withheld or reallocated.
- The training received will conform to the NIMS.
- FEMA Incident Management Systems Division publishes a NIMS five-year training plan.
- NIMS Information can be found at: <http://www.fema.gov/emergency/nims/>

## MOHS Planning Calendar:

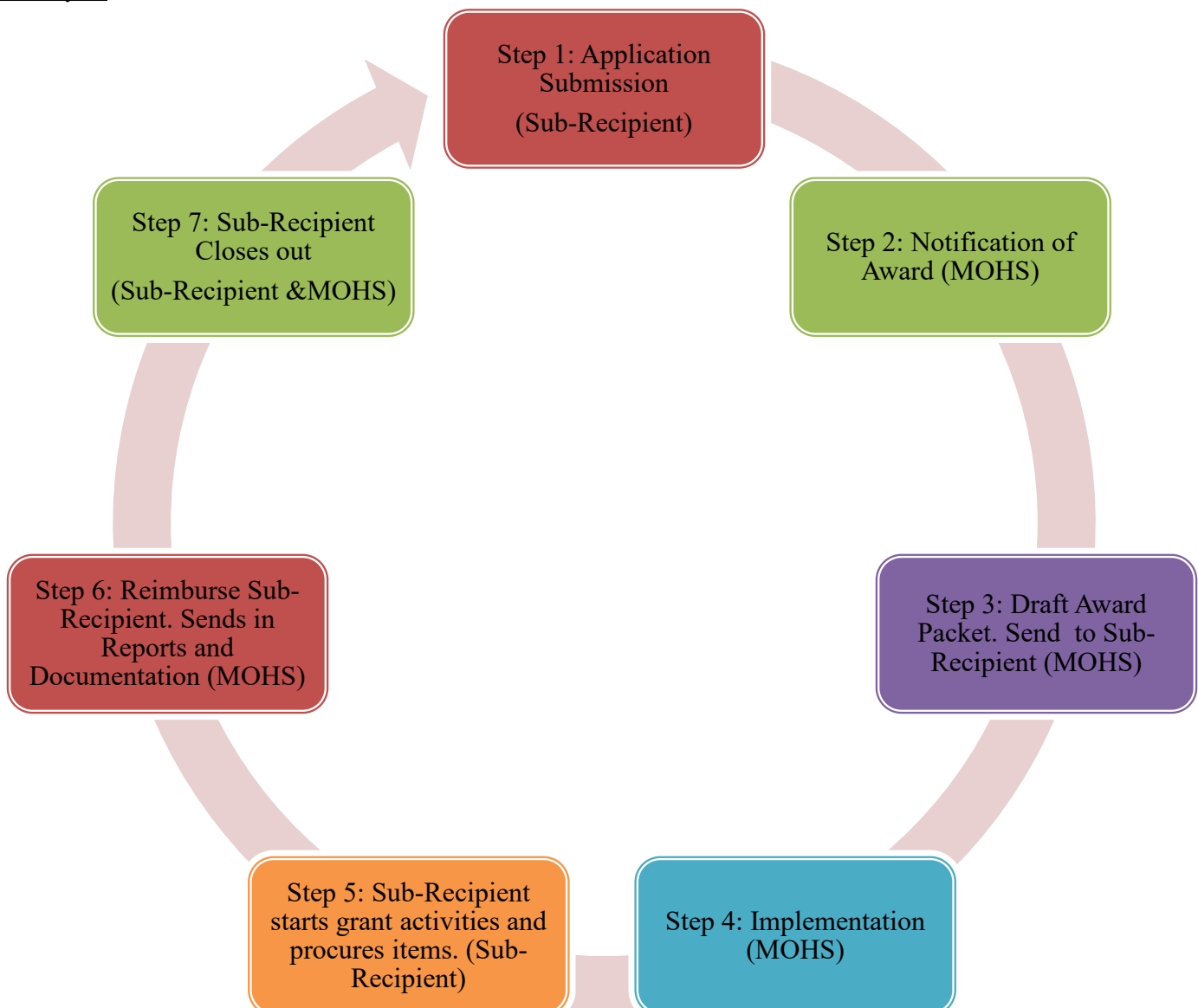
The MOHS Planning Calendar that is provided is a tentative calendar that is updated as needed. The calendar is an ever-evolving document with dates that are added and changed as deadlines, updates and changes become available. MOHS Sub-Recipient Grant Administrators (SGA) will notify sub-recipients of all changes as they become available, so that sub-recipients have time to make scheduling arrangements and make changes in program management.

## MOHS Grant Cycle and Schedule- (Updated Annually)

The Mississippi Office of Homeland Security (MOHS) follows a management process that consists of the following major functions:

- Planning
- Programming
- Implementation
- Monitoring or Review
- Evaluation

### Grant Cycle:



## 2024 Planning Schedule (Updated Annually)

September	
September 1	New Grant Year Begins
September 15	4 <sup>th</sup> Quarter Report Due (If Sub-Recipient was funded during previous year).
October	
October 1	National Cybersecurity Review Opens (Federal Requirement)
October 15	Sub-Recipients Grant Closeouts Due (FY23)
October 15	Deadline for All Award Paperwork to be provided to MOHS Grants Dept.
November	
November 30	1 <sup>st</sup> Quarter Ends. Begin Preparation of 1 <sup>st</sup> Quarter Financial and Progress Report
December	
December	Strategic Planning Meetings (All Staff)
December 15	1 <sup>st</sup> Quarter Financial and Progress Reports Due to MOHS
January	
January	Strategic Planning Meetings
February	
February	Strategic Planning Meetings (All Staff)
February 1	Notice of Application Released for Upcoming Grant Funding
February 15	MOHS Homeland Security Grant Program Grant Released
February 28/29	National Cybersecurity Review Closes (Federal Requirement)
February 28/29	2 <sup>nd</sup> Quarter Ends. Begin Preparation of 2 <sup>nd</sup> Quarter Financial and Progress Report
March	
March	Strategic Planning Meetings (All Staff)
March 15	2 <sup>nd</sup> Quarter Financial and Progress Reports Due to MOHS
April	
April	Strategic Planning Meetings (All Staff)
April 1	MOHS Grant Applications are Due to mohsgrant@dps.ms.gov
April 1-30	MOHS-Staff: Application Financial Risk Assessment Review.
May	
May	Strategic Planning Meetings (All Staff)
May 1-May 31	MOHS-Peer Review: Peer Review of Applications
May 31	3 <sup>rd</sup> Quarter Ends. Begin Preparation of 3 <sup>rd</sup> Quarter Financial and Progress Report
May 31	Last day for Grant Modification or Grant Changes
May 31	Grant Extension Justifications are due to MOHS
June	
June 15	3 <sup>rd</sup> Quarter Financial and Progress Report Due to MOHS

July	
July	Grant Orientation Meetings
August	
August 30	4 <sup>th</sup> Quarter and Grant Year Ends. Begin Preparation of 4 <sup>th</sup> Quarter Financial and Progress Report. Begin Preparation of Closeout Paperwork.
September	
September 15	4th Quarterly Report Due to MOHS
October	
October 15	Closeout Paperwork Due to MOHS

### **Grant Management and Administration** **Sub-Recipients Grant Administrator Responsibilities**

The agency staff member responsible for the day-to-day oversight of a grant is the Sub-Recipient Grant Administrator (SGA). The SGA is responsible for tasks associated with project management, correspondence, grant reimbursements and providing all documentation to support projects. Failure to perform these tasks correctly can result in significant grant management and financial concerns.

The SGA should read the Grants Agreement, federal Notice of Funding, and the federal Preparedness Manual for a working knowledge of the grant and the processes for the grant funding. All expenses incurred for the project must be within the specified period of performance of the grant award.

- Costs incurred before September 1<sup>st</sup> or after August 31<sup>st</sup> of the fiscal year are not eligible for reimbursement.

The SGA will expedite the Quarterly Financial Report, along with required documentation to be processed in accordance with the grant requirement without necessary delays.

The SGA will:

- Establish and/or use an accounting system that conforms to generally accepted accounting principles and ensures that source documents are developed which will reliably account for the funds expended.
- Establish the agency in the Mississippi Department of Finance, Mississippi Accountability System for Government Information and Collaboration (MAGIC). All reimbursements will be prepared and funded through the MAGIC accounting system.
- Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are grant funded. (If applicable)
- Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers. (If applicable)
- Any proposed changes in the project objectives, scope of work, key project personnel, time, budget or mailing address must be requested in writing and receive approval from MOHS.
- Maintain records, files and equipment purchased for all activities for the MOHS.
- Submit a claim for reimbursement no later than the 15th day of the following month, after the quarter ends, in which expenses were incurred, using the form provided by MOHS as follows:
  - Copies of invoices and/or receipts for all specified items must be submitted upon request with the claim for reimbursement.
  - Claims must be submitted quarterly, even if activity did not occur.
  - Claims must be signed by the authorized signatory official or designated representative of the grant.

The SGA will *not*:

- Impose any task or permit any substitute activity not specifically provided for in the project agreement.
- Approve expenses for activities that do not meet project performance specifications contained in the project agreement.

- Authorize expenditure of funds except in accordance with the specific terms of the project agreement.
- Offer advice that may adversely affect project performance, compromise MOHS's rights, or provide the basis of a claim against MOHS that may affect any pending or future determination of fault or negligence.
- Authorize or agree to any change in the project agreement, standard provisions, certifications, project period, delivery schedule, maximum amount eligible for reimbursement, or other terms and conditions of the project agreement, unless such change is specifically authorized in the project agreement; or
- Promise or infer that a future agreement or extension of an agreement for another year is approved prior to MOHS approval.

### **Property Management** **Purchasing:**

All purchases regardless of cost must meet all state purchasing laws and regulations and be in accordance to Section 7-7-23, Miss. Code Ann. (1972), state in part: "Purchases of equipment, supplies, materials or services of whatever kind of nature for a department, officer, institutions, or other agency of the state, the cost of which is to be paid from funds in the State Treasury on State Fiscal Officer disbursement warrants, may be made only by written purchase orders duly signed by the official authorized so to do, on forms prescribed by the State Fiscal Officer.

Purchases of such equipment, supplies, materials, or services, as specified herein, made without the issuance of such purchase orders shall not be deemed to be obligations of the state unless the State Fiscal Officer, by general rule or special order, permits certain purchases to be made without the same."

Required documentation: (See Purchasing Laws by State Auditor)

- 0-\$5,000. Requires one quote.
- Over \$5,000 to \$74,999. Requires two quotes. (Lowest and Best Bid Must be Documented)
- Over \$75,000. Requires advertising for bids. If bids are not received, bids must be rebid. (Lowest and Best Bid Must be Documented). Bid must be posted once each week for (2) two consecutive weeks.
- Over \$500,000 requires PPRB Approval.

Sole Source Vendors: Any purchases from a sole source vendor must be pre-approved by MOHS, prior to entering procurement. *Please see Sole Procurement Form.* Sole Source is not a preferred source.

### **Budget:**

This section explains the requirements involved in administering the Grant Agreement budget.

***Fixed Cost:*** The grant may authorize payment of an agreed upon fixed amount not subject to modification. Payments are made periodically at agreed upon intervals, or once - upon completion of the project. If this method is used, there must be a detailed and thorough cost analysis made during the negotiation process. **Reference 2CFR 200.201 and 2 CFR 200.333**

Maximum Amount Eligible for Reimbursement: MOHS policy requires all agreements include a 'maximum amount eligible for reimbursement. This maximum amount is the grant reimbursable amount and is MOHS's share of the estimated project cost. The budget specifies each line item and cannot exceed the specified line-item amount for reimbursement. A line item in the budget is the authorization for funds to be expended on the item.

Increased Costs: If costs exceed the awarded amount in the contract, reimbursement will not be authorized. The MOHS will send a letter notifying the Sub-Recipient. All Grant Agreement budgets must contain at a minimum, the following information:



**Personal Services (if applicable):** Salaries & Wages--The agreed amount to be paid by federal share and amount to be paid as state or local match. The personnel section lists each position by title, showing the yearly salary and the percentage of time to be utilized for the project. All time reported to conduct program activities must be specifically for the funded project and must be program activities only for reimbursement of salary. Documentation must be provided for any amount claimed.

**Regular/Overtime Rate:** Overtime hours for personnel is considered over and beyond normal shift hours. The overtime pay rate for personnel is based on actual cost per employee (including straight time hours if personnel does not qualify for overtime rate) in accordance with the Sub-Recipient's policy for payroll and salary rate.

**Proof of Payment:** Proof of Payment can include Time Sheets, Monthly Time Activity Reports, payroll registry, account ledger, copy of payroll checks/cancelled checks, bank statement, direct deposit statement.

**Grant Activity Training:** The MOHS will not reimburse the cost of the training, unless approved in the MOHS agreement. Any training or training assistance that is claimed and not listed in the approved MOHS agreement will not be reimbursed. Additional information may be requested.

**Travel:** Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of officers and employees of the State of Mississippi, and of any department, institution, board, or commission thereof. The MOHS follows guidelines from the Department of Finance and Administration, Department of Public Safety, and in-house guidelines for all travel. Documentation must be provided for any amount claimed.

The agreed amount to be paid by federal share of expected expenditures and balance is to be paid as state or local match. The travel section must include estimated costs associated with each travel identified and must include all costs associated with the travel. Travel costs must be specific to the program area and needed to carry out project activities.

Travel costs must coincide with all MOHS, state, and federal guidelines/policies/rates.

**Travel Voucher:** All expenses to be reimbursed must be reported on an approved MOHS travel voucher for reimbursement. A copy of the travel voucher can be found: <https://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/travel/>

- Travel Vouchers should be typed or completed in ink and signed by the employee. The signature is a certification by the traveler that reimbursement is being requested for actual expenses that are valid allowable business expenses.
- One state employee should not claim expenses for another state employee.
- Hotel/motel receipts must be itemized to be reimbursed.
- Express check-out receipts which do not provide an itemized hotel bill are not acceptable.
- The hotel bill submitted shall be the original form the hotel provides when the bill is paid.
- Necessary travel expenses do not include personal expenses such as entertainment and trip insurance.

**Meal Reimbursement** - Officers and employees of the state and political subdivisions shall be reimbursed the actual cost of meals incident to official travel, not to exceed the daily maximums for the specific location of assignment; except on travel days when / of the meal reimbursement is authorized.

The amount allowed for individual meals when traveling within the continental United States (including Alaska) shall be at the discretion of the governing authority or the department head, provided that the total does not exceed the maximum state reimbursement rate listed below. Meal reimbursements are not allowed within the official duty station. Alcoholic beverages are not reimbursable. Meals can only be claimed with an overnight hotel stay.

A list of the maximum state reimbursement rates for meals in high cost areas has been pre-calculated for your convenience and is available on the OPTFM Travel Information website at: <https://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/travel/hotels-meals-miles-reimbursements/meal-reimbursement/>

If you cannot find the city you are looking for, locate the county and use the amount listed. If neither the city nor county is listed, the maximum state reimbursement rate is \$46.00/day. The DPS policy for meal reimbursements for all Sub-Recipients and employees of the MOHS is as follows: Travel cost must coincide with all MOHS, state, and federal guidelines/policies/rates.

**Meal Tips** - Meal tips should be included in the actual meal expense unless the inclusion of the tips would cause the meals to exceed the maximum daily limitations placed on meals by the Department of Finance and Administration. Total meal tips shall not exceed 20% of the maximum daily meal reimbursement claimed.

**Travel Receipts:** All travel in-state must include itemized receipts for meal, lodging and mileage reimbursement.

Itemized receipts should be received with all meal reimbursements for in-state travel. Itemized receipts are not required for out-of-state travel.

To receive reimbursement for claims that include meals please remember the following:

1. All meal receipts must be itemized.
2. All meal receipts must be legible.
3. Itemized meal receipts should reflect only meals for (1) individual.
4. If purchasing a meal to consume for another mealtime later that day (and allowed under travel guidelines), purchases should be reflected on a separate itemized receipt.
5. The purchase of alcohol should not be included on itemized meal receipts.

**Mileage Reimbursement** - The rate set forth per Section 25-3-41, Mississippi Code of 1972, which mandates that state officers and employees traveling on official state business in their private vehicle be reimbursed at the same rate federal employees are for official federal business in private vehicle. The current reimbursement rate is set forth in the Mileage Reimbursement Rate memo: <https://www.dfa.ms.gov/media/qfplg0td/01012022-mileage-memo.pdf>

The MOHS policy for mileage reimbursements for all Sub-Recipients and employees of the MOHS is as follows:

Proof of mileage should be received with all mileage reimbursement. Travel cost must coincide with all MOHS, state, and federal guidelines/policies/rates. {Ex. MapQuest} Grant approved surveyors may utilize vehicle odometer mileage readings (trip beginning and ending mileage readings).

When two or more employees travel in one private vehicle, only one travel expense at the authorized reimbursement rate per mile shall be allowed.

**Local/Municipal-Owned Vehicle** - Actual operating expenses incurred in the use of agency-owned vehicles for grant-related travel will not be reimbursed by MOHS.

**Taxi Fares** - Fares for taxis or airport transportation services to and from a hotel require a receipt which must be attached to the Travel Voucher to receive reimbursement for that item. The MOHS policy for transportation reimbursements for all Sub-Recipients and employees of the MOHS is as follows: Transportation reimbursements will not be reimbursed for travel to/from personal entertainment during travel. Travel is only reimbursable for approved program related travel. Travel costs must coincide with all MOHS, state, and federal guidelines/policies/rates.

**Hotel/Airport Parking:** Itemized Receipts must be attached to the Travel Voucher.

**Baggage Allowance:** Charges for baggage at check-in may vary by airline. Baggage fees are reimbursable expenses according to the grant agreement; however, they may not be paid for with the Travel Card. A receipt is required for charges.

**Lodging:** If a member(s) of the grant funded employee's family travels with the grant funded employee, the employee shall claim reimbursement at the single hotel/motel room rate only. Express check-out receipts which do not provide an itemized hotel bill are not acceptable.

**Official Duty Station:** The city, town, or other location where the employee's regular place of work is located, or the city, town, or location where the employee's primary work is performed on a permanent basis. If the employee regularly works in two or more areas, his official duty station shall be where the regular place of work is located. The regular place of work should be determined by the entity head or authorized designee based on total time spent working in each area and the degree of business activity in each area.

**Contractual Services:**

**Communication & Freight--**The actual cost of communication expenses, such as telephone service, internet service, postage expense, and freight expense for shipping equipment will be reimbursed, if applicable. A copy of the cost allocation must be submitted to MOHS. Documentation must be provided for any amount claimed.

**Printing** – The actual cost of printing will be reimbursed, if applicable. Documentation must be provided for any amount claimed.

**Fees, Professional & Other** -- The actual cost of outside contractual services, if applicable. Any consultant contracts must follow the bid procedures required by the state, or local ordinance if more restrictive, and must follow federal guidelines. The duties and qualifications of the consultant should be detailed in a narrative along with itemized budget detail outlining cost for service and included with the subcontract agreement. Agreements and sub-contracts must have prior approval from MOHS. See Project Agreement/Contract Development above.

**Installation cost** – associated with equipment installation such as radio, camera, etc. Documentation must be provided for any amount claimed.

**Commodities:**

**Office Supplies--**The actual cost of office supplies (pencils, pens, paper, paper clips, etc.) and training materials will be reimbursed, if applicable. Documentation must be provided for any amount claimed.

**Equipment Under \$1,000.00--** The actual cost of minor equipment will be reimbursed, if applicable. Documentation must be provided for any amount claimed.

**Equipment:** The actual cost of equipment necessary for the successful implementation of the project/program. Itemize each type of equipment and show cost per item. Provide information on why the equipment purchase is needed and how it will enhance the successful operation of the project activities. Documentation must be provided for any amount claimed.

Compliance with state laws regarding bidding and procurement is required. Equipment over \$1,000.00 must be maintained on MOHS property inventory. Please see State Property manual at <https://www.dfa.ms.gov/procurement-manual>

Equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. Equipment must be used, managed, and disposed of in accordance with applicable Federal requirements. All equipment must meet the requirements stated here, and all expenditure to purchase equipment are submitted to audit. (See **2 CFR 200.439**)

The **Mississippi Office of State Auditor** defines major equipment as “...each item *over \$1,000.00*” purchased with MOHS funds (Please refer to MS DFA website for more detailed information regarding policy and procedures at: <https://www.osa.ms.gov/documents/property/propoffman20.pdf>

When equipment is purchased, the Sub-Recipient must submit a MOHS Equipment Inventory Form. The form is provided in the Program Manager Workbook and at the Implementation of the grant, as well as posted on the MOHS website. The form must be returned to the MOHS, and when the equipment is received by the agency. Once the form is received by the

MOHS, it is included in the file of record for the Sub-Recipient, a database entry is generated, and the equipment will be tracked for the full useful life of the item.

During monitoring visits of the grant, the MOHS Program Manager will inspect and tag all equipment purchases with a MOHS inventory tag for all items valued at \$1,000.00 or above. In addition to the \$1,000.00 threshold, additional equipment under the \$1,000.00 threshold may be deemed equipment and required to be tracked will also be tagged. Please see the State Auditors Procurement guide.

For the state property inventory manual and capital asset reporting, sub-section 23.10.30 (useful lives), see <https://www.osa.ms.gov/documents/property/propoffman20.pdf>

**Property Disposition:** Below please find the process for selling/disposing of equipment purchased with grant funds.

- Sub-Recipients are required to submit a letter to the MOHS requesting disposition or approval to remove equipment purchased from its inventory records.
- The letter must state the piece(s) of equipment, serial number(s), and the grant award number that the equipment was purchased under.
- State why the equipment is being sold or disposed of.

Once a letter is received from the Sub-Recipient, the MOHS will provide written guidance and directions to the Sub-Recipient. If any material or equipment ceases to be used in project activities, the Sub-Recipient agrees to promptly notify the MOHS. In such an event, the MOHS may direct the Sub-Recipient to transfer, return, keep, or otherwise dispose of the equipment.

**Reporting Use of Equipment:** Sub-Recipients are required to submit equipment/property reports as follows:

- Equipment purchased for a project funded by MOHS must be used for the intended project/program purpose. If used otherwise the jurisdiction must cover all costs incurred.
- Funds generated using the equipment purchased for specific programs must be reported as program income and must be expended on the specific program activities in which the funds were generated.
- Sub-Recipients are required to submit equipment reports on the equipment purchased with federal funds for the extent of the useful life of the equipment, even if the Sub-Recipient is no longer active in the grant program.
- Equipment can and will be monitored during the useful life of the equipment purchased with federal funds, even if the Sub-Recipient is no longer active in the grant program.
- Equipment can be retrieved from a Sub-Recipient at any time, if the equipment is not being used for the intent of the program, proper use within the agreement requirement, being used improperly or any other reason that equipment is not being used in accordance with the grant agreement.

**Useful Life Schedule:** The MOHS/Sub-Recipient property and equipment purchased in whole or in part with federal funds will be monitored for its useful life according to the following schedule. The MOHS uses several sources for the Useful Life Schedule for more information, please contact the MOHS.

**Useful Life Schedule:**

<b>Equipment</b>	<b>Equipment &amp; Property Cost Range</b>	<b>Useful Life Schedule</b>
<b>Building/Installation Items</b>		
Intercom Systems/Public Announcement	No Threshold	25 Years
Ventilation Fans	No Threshold	5 Years
Propane Water Heater	No Threshold	20 Years
Security System	No Threshold	15 Years
Sound Systems	No Threshold	10 Years
Security Door	No Threshold	30 Years
Supply Cabinet	No Threshold	10 Years
Wall Cabinets	No Threshold	30 Years

<b>Binoculars/Goggles:</b>		
Binoculars	No Threshold	5 Years
Night Vision Goggles	No Threshold	10 Years
<b>Camera/Presentation Equipment:</b>		
Digital Camera	No Threshold	5 Years
DVR	No Threshold	3 Years
In Car Camera	No Threshold	5 Years
Video Camera	No Threshold	5 Years
Projectors	No Threshold	5 Years
Projection Screen	No Threshold	10 Years
Security Cameras	No Threshold	10 Years
Televisions	No Threshold	5 Years
<b>Clothing/PPE:</b>		
Bomb Suit	No Threshold	10-15 Years
Bullet Proof Vest	No Threshold	5 Years
Dry Suit	No Threshold	3-5 Years
Fire Fighting Equipment	No Threshold	10 Year
Tactical Vests	No Threshold	5 Years
<b>Communication Equipment:</b>		
Radios, Base Station	Up to \$2,000.00	10 Years
Radios, Mobile	Up to \$2,000.00	10 Years
Radios	Over \$2,000.00-Must have Executive Director Approval	
<b>Computer Equipment/ Cyber-Security:</b>		
Computer Monitor	No Threshold	5 Years
Computer Server	No Threshold	5 Years
External Hard Drive	No Threshold	5 Years
Laptop/Desktop Computer	No Threshold	3 Years
Mainframe Computer System	No Threshold	5 Years
Personal Minicomputers	No Threshold	5 Years
Printer	No Threshold	5 Years
Route Box/Ethernet	No Threshold	5 Years
Server	No Threshold	5 Years
Software	No Threshold	5 Years
<b>Fencing/Security:</b>		
Chain Length Fence	No Threshold	20 Years
Emergency Lighting	No Threshold	10 Years
Lighting	No Threshold	15+ Years
Portable Sign Machine	No Threshold	20 Years
Public Address Systems	No Threshold	25 Years
Wire Fence	No Threshold	10 Years
Wood Fence	No Threshold	15 Years
Yard/Athletic/Outside Lighting	No Threshold	20 Years
<b>Specialty Program Tools:</b>		

Air Compressors	No Threshold	12 Years
Air Cylinders-Metal	No Threshold	30 Years
Carbon Monoxide Monitor	No Threshold	10 Years
Cascade System	No Threshold	20 Years
Chainsaws	No Threshold	10 Years
Firefighting Equipment	No Threshold	14 Years
Defibrillator	No Threshold	7 Years
Diving Equipment	No Threshold	10 Years
Gas Detector	No Threshold	15 Years
Generator	No Threshold	10 Years
Hydraulic Tools	No Threshold	10 Years
Lift Bag	No Threshold	10 Years
Live Animals	No Threshold	3 Years
Mobile GPS	No Threshold	10 Years
Oxygen Tank, Motor System	No Threshold	10 Years
Reel Light	No Threshold	10 Years
Rescue Kit	No Threshold	10 Years
Safety & Rescue Equipment	No Threshold	19 Years
Stretcher, portable	No Threshold	15 Years
Sign Machine	No Threshold	20 Years
Training Aids	No Threshold	20 Years
Tripod Light	No Threshold	10 Years
Toolbox Chest	No Threshold	10 Years
<b>Transportation Equipment:</b>		
ATV	No Threshold	20 Years
Boats, Inflatable	No Threshold	5-10 Years
Boats, Small Craft	No Threshold	20+ Years
Car Jump Kit	No Threshold	3 Years
Ground Effect Vehicles	No Threshold	15 Years
Spike Strips	No Threshold	10 Years
Tractors	No Threshold	13+ Years
Trailers	No Threshold	10+ Years
Trailer Top	No Threshold	15 Years
Vehicles	No Threshold	10 Years

Equipment that has been purchased and is past the useful life of the item, please contact the MOHS to take the steps of property disposition. For any additional questions on Useful Life or Items that are on the MOHS Property Inventory, please contact your PM. *See Property Disposition above.*

Authorized Equipment List: All equipment must be approved by MOHS and be included on the Authorized Equipment List (AEL) and must be used specifically for the purposes for which is purchased. The AEL list can be found at:

<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

Ensuring the Future is Made in All of America by All of America’s Workers: The Sub-Recipient must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to 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.)

Procurement of Recovered Materials: States, political subdivisions of states, and their contractors must comply with Section

6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Non-Reimbursable/Unallowable Expenses:**

**Limitations and Conditions:** The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for Homeland Security funding. See FEMA Homeland Security Grant Preparedness Manual. <https://www.fema.gov/grants/preparedness/homeland-security>

**FEMA Approval:** Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

#### **Unallowable Equipment Costs:**

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Small, unmanned Aircraft (SUAS) Drones.
- Body worn cameras.

**Maintenance Contracts:** Maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are only allowable in the following circumstances:

- The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

#### **Unauthorized exercise-related costs include:**

Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).

**Equipment:** Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

**In-Direct Costs:** In-Direct costs are unallowable under these funds.

#### **Personnel, Overtime and Backfill costs:**

- Hiring of sworn public safety officers or supplant safety positions and responsibilities.
- Salaries and personnel costs of planners, equipment managers, exercise coordinators and/or training coordinators.
- Please note that overtime and backfill for training and exercise **are only allowable** in the following circumstances:
  - Training:
    - Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes only.
    - Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training only.

The following are common requests that are unallowable and/or unfunded:

- Requests for equipment for routine/general use.
  - All SHSP equipment requested must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

- For more information refer to “Explain how applicants proposed project supports terrorism preparedness” the of this RFP.
- Tactical law enforcement protective equipment for routine use or riot suppression. Items in this category are allowable only to supplement normal stores, to provide the surge capacity necessary for CBRNE terrorism response.
- Vehicles
  - While certain vehicles are allowable, applications for vehicles will be reviewed on a case-by-case basis based on need, use, and justification.
  - General purpose vehicles (patrol cars, executive transportation, fire trucks and tactical/assault vehicles, etc.)
  - Reimbursement for the maintenance and/or wear and tear costs of general use vehicles, medical supplies, and emergency response apparatus.

**Unallowable Sub-Granting Funds:** Sub-Recipients are not authorized or allowed to sub-grant funds. Per 2 CFR. Part 225 (OMB Circular A-87) contributions or donations, including cash, property and services made by the governmental unit, regardless of recipient, are unallowable.

**Unallowable Promotional Items:** The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. **(2 CFR Part 200.421(e)(3))**. Promotional items that are unallowable can include T-shirts, hats, key chains, bumper stickers, etc.

**Unallowable Program Administration:**

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable **(Reference 2 CFR § 200.444 and 2 CFR § 200.474)**
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities). **(2 CFR § 200.438)**

**Lobbying:** Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements, or loans.

**State and Local** - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with federal funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Supplanting:** Supplanting is the act of replacing existing funds with federal funds. Specifically, funding that is established for the payment of personnel or operations required in the normal and usual conduct of business may not be replaced using federal funds awarded via the grant.

Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally recognized Indian tribal governments.

### **Grant Reimbursement and Payments:**

**Grant Reimbursement Process:** Reimbursements shall be based upon authorized and allowable expenditures. Payment will be made for pending corrections of deficiencies and additional information may be requested. Reimbursements are due on a quarterly basis and as part of the Quarterly Reimbursement Claim and Progress Report.

- Must be permissible under MS and Federal law.
- Must not be allowable to or included as a cost of any other federally funded program.
- Must not result in a profit to the agency.



- Must be incurred on or after the 1<sup>st</sup> day of the approved grant period; and
- Must be adequately supported by source documentation.

MAGIC: For Sub-Recipients to receive payments and reimbursement, all Sub-Recipients must be set up in the Mississippi Accountability System for Government Information and Collaboration (MAGIC) as a vendor.

- Link to Vendor MAGIC Page: <https://www.dfa.ms.gov/mississippi-suppliersvendors>
- Link to Vendor MAGIC Setup: [https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100#](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#)
- Link to MAGIC Registration Form Instructions: <https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Home/Marketing%2C%20Travel%2C%20Card%20Program/Links/Vendor%20Information/supplier-registration-form.pdf>
- Link to MAGIC Request for Change Form: <https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Home/Marketing%2C%20Travel%2C%20Card%20Program/Links/Vendor%20Information/state-of-mississippi-supplier-form-extended.pdf>

Reimbursement Conditions: Reimbursement of costs under a MOHS grant is contingent upon the following conditions:

- The availability of appropriated funds.
- Actual costs having been incurred (that is, services provided, hours worked, etc.) in accordance with the approved grant agreement and associated budget.
- Compliance with applicable cost principles referenced in the Grant Agreement.
- Correct documentation and required forms included with the documentation.

### **Modification of Grants:**

During the active period of a project, changing conditions may require that the original project agreement be modified. If both parties consent to altering the project in some way, then a modification request (either activity or budget or both) must be completed. **All budget modification requests must be submitted on the required MOHS forms, signed, and dated by the signatory official.**

Change in SGA: The Sub-Recipient agrees to notify in writing, the MOHS of any change and the reason for the request of change in personnel, no later than the submission of the next claim of reimbursement. Agency must resubmit an SGA form, if the SGA is changed from the responsibilities of grant activities.

Request for Change: The Sub-Recipient agrees to notify in writing the MOHS of any changes and the reasons for the changes to any line items within the grant. This does not include any financial changes. Please use the Request for Changes form.

Request for Extension: The Sub-Recipient may request a Request of Extension in the case of the grant activities not be completed and/or equipment will not be received by the end of the grant performance period. Grant extensions will only be approved if the grant follows all requirements of reporting and programmatic activities.

Modification Request of the Grant: Some reasons for modifying the project agreement or contract might include:

- adding or deleting a performance goal
- increasing or decreasing the budgeted amount
- adding, deleting, or changing performance measures

Modifications are also executed to authorize a material change in other terms and conditions.

**NOTE:** Requests for modifications should be submitted for approval *before* the revision is implemented.

The Sub-Recipient will submit a copy of the Sub-Recipient Change Form to the MOHS for review and approval. If the cost, complexity, or scope of work authorized in the grant must be revised after the project agreement is signed, then a written amendment must be executed to authorize the change.

The PM will prepare the modification to the agreement and forward it to the Sub-Recipient for signatures. If additional tasks or costs are authorized in the amendment, the Sub-Recipient must not begin work on the additional tasks or incur the additional costs until the amendment is fully executed and approved.

The Sub-Recipient must submit the modification to the MOHS email address of [mohsgrant@dps.ms.gov](mailto:mohsgrant@dps.ms.gov). An effective date will not be issued until both parties have executed the modification.

When an amendment is needed, sufficient time should be allowed for proper review and execution. With sufficient advance planning and ongoing monitoring, Sub-Recipients should have any amendments to a grant or Contract executed 90 days prior to the end of the grant or by May 31.

When a simple budget modification is needed, sufficient time (a minimum of two weeks) should be allowed for proper review and execution. Modifications must be signed by the parties who signed the original project agreement unless approval authority has been specifically retained or delegated to someone else in accordance with MOHS policy.

Modification Processing: A modification will follow the same approval processing procedures as the original agreement. The same authority that applies to the original agreement also applies for any modification to that agreement.

As with the original project agreement, the modification becomes effective only when all signatures have been obtained. **Sub-Recipient is allowed for two (2) modifications per year and if any modifications are submitted for processing, then the last modification (#2) should be processed through the MOHS office no later than June 30th.** If any modifications are sent to be processed, the modification must be approved by the MOHS.

**NOTE:** MOHS Sub-Recipients are allowed (2) two budget modifications during the grant year. **Budget Modifications will not be accepted until the 2<sup>nd</sup> quarter, unless approved by the MOHS Grants Director.**

### **Ownership:**

Intellectual Property (Patents/Copyright/Trademarks/Tangible Research Property (2CFR 200.315 and 200.448): The MOHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes the following:

- Intellectual Property in any work developed under a grant, sub-grant, or contract under a grant or sub-grant.
- Any rights of Intellectual Property to which grantee, Sub-Recipient, or a contractor purchases ownership with grant funds.

All records, reports, documents, or other material related to this sub-grant and or obtained or prepared by Sub-Recipient in connection with performance of the services contracted for herein shall become the property of MOHS, and shall upon request, be returned by MOHS to Sub-Recipient, at Sub-Recipients expense at termination or expiration of the sub-grant.

Materials, Discoveries, Inventions and Results Developed, Produced or Discovered: All records, reports, documents, and other material delivered or transmitted to Sub-Recipient by the MOHS shall remain the property of the MOHS, and shall be returned by Sub-Recipient to MOHS at the Sub-Recipient's expense, at termination or expiration of the sub-grant.

All records, reports, documents, or other material related to this sub-grant and or obtained or prepared by Sub-Recipient in connection with performance of the services contracted for herein shall become the property of MOHS, and shall upon request, be returned by MOHS to Sub-Recipient, at Sub-Recipients expense at termination or expiration of the sub-grant.

Use of DHS Seal, Logo, and Flags: All brochures; course, workshop, and conference announcements; and other materials that are developed and/or printed using grant funds must include a statement crediting the MOHS. The FEMA logo should not be used unless prior approval is received from the MOHS and FEMA.

Reports, Studies, or Material Developed for Publication: Reports, studies or other materials approved for publication or printing are to be regarded as information in the public domain and their further use does not require approval. The Sub-Recipient agrees that the published versions of reports, studies or other materials shall not be copyrighted nor contain any restriction which prohibits distribution and reproduction. The Sub-Recipient will not sell copies of such reports or other materials prepared under the terms of this sub-grant.

Equipment and Supplies: Equipment and supplies purchased with grant funds are required to be used for the purpose of the grant only. If equipment and supplies are found to not be used for grant purposes, the MOHS may retrieve items or request items to be returned to the MOHS. Items may be transferred to other agencies with the use of equipment and supplies.

If an agency no longer participates in the grant program and its items are no longer in use or needed, the MOHS may retrieve or request items to be returned to the MOHS. Items retrieved or transferred will be used for other programming and grant activities.

**All items that are purchased with federal funds can be used and repurposed, as needed for programs in need.**

### **Monitoring:**

Homeland Security grant project monitoring provides a method of tracking progress and achievement of grant objectives and performance goals. Since the process is ongoing throughout the duration of the project, it serves as a management tool for project control. Project monitoring also presents a good opportunity for sharing information and assistance. Project monitoring includes a set of procedures and forms for project review and documentation.

Monitoring and reporting program performance are both a State and Federal requirement of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Monitoring is required to:

- Assure compliance with state and federal requirements.
- Assure that objectives and performance goals are being achieved.
- Detecting and preventing problems.
- Helping identify changes needed.
- Identifying training or assistance needed; and
- Providing data necessary for daily operations, planning, and evaluation.

Types of Monitoring: Monitoring is formal and informal, financial, and operational. MOHS will utilize the following types of monitoring:

- Ongoing contact with the Sub-Recipient through phone calls, meetings, and written/verbal correspondence.
- On-site monitoring reviews of project operations, management, and financial systems.
- Review and approval of Quarterly claims.
- Desk monitoring of grant files.
- Compliance monitoring of statewide homeland security activities and grant oversight.

On-site Monitoring and Evaluation: Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Recipient will be required to have at least one (1) on-site monitoring visit during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all Sub-Recipients' risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of Sub-Recipient monitoring. **(2CFR 200.302 & 2CFR200.28-330)**

## **Monitoring Procedures:**

**Project Monitoring Policy:** It is the responsibility of the MOHS to maintain oversight into all federally funded grants that are awarded to their Sub-Recipients. The MOHS will provide technical assistance as needed to assist the Sub-Recipient with fulfilling their project targets and performance measures. MOHS will ensure that the contract provisions comply. **(2CFR 200.329)**

Depending on the monitoring criteria and policy as stated above, each homeland security grant will be reviewed either by on-site monitoring, desk reviews, via telephone calls, monthly reimbursement processing, staff meetings, conference calls, and other correspondence, as appropriate. As a measure of quality assurance, the Mississippi Office Homeland Security must perform an on-site monitoring visit.

**Corrective Action Plan (CAP):** If a corrective action plan is warranted after a monitoring visit, the PM should note possible necessary solutions to the problems with an addendum to the monitoring report. The PM will supply a copy of the monitoring report and the CAP to the agency for their files.

### **Desk Monitoring:**

Desk monitoring occurs every time a PM holds a discussion or communicates with a Sub-Recipient project director. Desk monitoring can occur daily, weekly, or monthly. Weekly phone calls may be appropriate if there are problems. Monthly status meetings might be needed for complex projects. If problems are identified, the project could require quarterly review meetings between the Sub-Recipient and the PM. This is left at the discretion of the PM and any additional monitoring requirements will be documented in the official file. PM will rely on regular correspondence and the annual on-site visit to handle routine project issues.

### **On-Site Monitoring:**

The following documents must be provided at the beginning of the monitoring visit:

#### **1. General Financial Documents**

- a) Financial statements (Balance Sheet, Income Statement, Changes in Fund Balance, Cash Flow Statement).
- b) Chart of accounts.
- c) General ledger.
- d) Reconciliation of subsidiary ledgers to general ledgers.
- e) List of authorized check signers; and
- f) Payroll register

#### **2. Grant Specific Financial (monitoring period only)**

- a) Grant Application.
- b) Modifications, extension approvals.
- c) Original timesheets: functional timesheets/time logs/cards/attendance reports along with the applicable time study allocation plan (if applicable).
- d) Vouchers supporting all claimed operating expenses, including the following: purchase orders, receiving reports and vendor invoices.
- e) Canceled checks, check stubs, and/or cash receipts (ensure secondary signature, if applicable).
- f) Contracts: Services/Consultant contracts and lease agreements, sole source or open bid process documentation and rate of pay.
- g) If applicable, Project Income (PI): all source documents describing the type of PI earned, when PI was earned, how much was earned and how it was expended.
- h) Equipment Inventory list for grant funded purchases to include equipment description, identification number, source, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use, condition, and disposition date.
- i) Vouchers supporting all claimed equipment expenses, including the following: purchase orders, receiving reports and vendor invoices; and
- j) Indirect cost rate agreement (if applicable)

### 3. Program Related Source Documentation

- a) Reports: Project Agreement, Project Modifications, Sub-Recipient Monthly Report.
- b) Required certifications for activity, training certification reimbursed by the MOHS and/or additional certifications required by MOHS.
- c) Contracts: signed written contract(s).
- d) Documentation to support services provided by contractor including activities performed and evaluation services; and
- e) Equipment purchased with MOHS funds available for monitoring visit (current and past)

### 4. Other

1. Job description for grant funded positions: As it relates to overtime (if applicable)

Please be advised the monitor may request additional documentation as necessary at the time of the visit.

### **Additional Documents Reviewed During Monitoring:**

**Policies:** Sub-Recipient must submit to the MS Office of Homeland Security a copy of the following policy and/or certification(s).

- Cyber-Security Assessment (See Appendix A)
- NIMS Training Certifications (See Appendix B)
- FFATA Compliance (See Award Packet)

**A-133 Audit:** Sub-Recipient must maintain a current copy of the A-133 Audit, so that it can be verified and reviewed.

### **Sub-Contracts within the Grant Agreement:**

If the MOHS has approved grant funds from a sub-contractor within your agreement for services outside the grant agreement, all contracts for the sub-contractor(s), must be submitted to the MOHS for approval. Sub-contracts can include, but are not limited to contracts, MOU's, personal services contracts, service agreements, conference facility requests, professional service agreements, rental space, etc.

#### Submission of Sub-Contract:

Submit sub-contract(s) a minimum of (60) sixty days before the event or service is provided, so that ample time is allowed for the contract process to be reviewed and approved. Submission of the contract must include justification of the contract, a memo explaining the need for the contract and how the contract will be funded. Submit all invoices, quotes and any information that may be needed for review of the sub-contract.

#### Approval/Disapproval:

If the sub-contract is approved, the MOHS will notify the Sub-Recipient of the approval as soon as the decision has been made. If a sub-contract is disapproved, the MOHS will notify the Sub-Recipient of the decline as soon as the decision has been made. Any services that are performed without the approval of the MOHS will not be eligible for reimbursement.

### **Single Audit Requirements:**

The State of Mississippi requires a sub-recipient expending \$1,000,000.00 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2CFR200, Sub-Part F. The Sub-Recipient will permit the State of Mississippi project officials, program officials and auditors to have access to the Sub-Recipient's and third-party contractor's records and financial statements as necessary for the State of Mississippi to comply with the 2CFR200, Sub-Part F. Single Audit review will be performed by MOHS during the review process of the grant application submission.

**Reference 2CFR 200.518**

### **Single Audit Findings:**

Sub-Recipient should develop and issue corrective actions for findings within six months after receipt of the sub-recipient's audit report and ensure that the sub-recipient takes appropriate and timely corrective action. **Reference 2CFR 200.518**

### **Records Keeping Requirements:**

Grant financial, programmatic, and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Property and equipment records shall be maintained for a period of three (3) years following the final disposition replacement or transfer of property and equipment. **Reference 2CFR 200.334**

Sub-Recipients are expected to keep records of different federal fiscal periods separately identified and maintained so that information can be readily located. Sub-Recipients are also obligated to protect records adequately against fire and damage.

Access to Sub-Recipients records must include the MOHS, federal granting agency, Office of the Inspector General, or any agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the Sub-Recipient, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The right to access must not be limited to the required retention period but shall last if the records are retained. **Reference 2CFR 200.337**

### **Conditional Grant Requirements:**

Conditional grants deemed for additional monitoring, assistance, and oversight. Conditional grants can be placed on conditional status for several reasons, which can include not meeting performance measures, lack of documentation and paperwork for grant activities, pattern of financial inconsistencies, late submission of monthly reimbursements, etc. Agencies will be informed of the conditional status and conditions prior to the conditional status being implemented.

Conditional grants will be monitored by MOHS to determine if grant requirements are met and performed according to the grant agreement. After the 1<sup>st</sup> Quarter, failure to meet grant requirements set forth in the grant agreement will result in notification to signatory authority official stating, that the grant requirements have not been met. After the 2<sup>nd</sup> Quarter of failure to meet grant requirement, the conditional grant will be in penalty of non-compliance. (See Penalty for Non-Compliance section).

### **Penalty for Non-Compliance:**

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modification may be withheld. **Reference 2CFR 200.339**

The MOHS may institute the following but is not limited to withholding authority to proceed to the next phase of the project, requiring additional or more detailed reports, additional project monitoring, and/or establishing additional prior approvals.

The MOHS shall notify the Sub-Recipient of its decisions in writing stating the nature and reason for imposing the conditions, the corrective action required and timeline to remove the conditions and the method of requesting a reconsideration of the imposed conditions. **The Sub-Recipient must respond within five (5) days of receipt of notification of the reasons listed below.**

- **Unwillingness or inability to attain project goals, performance measures or strategies.**
- **Unwillingness or inability to adhere to the conditions of the grant agreement.**
- **Failure or inability to adhere to grant guidelines and federal compliance requirements.**
- **Improper procedures regarding agreements, contracts, and procurements.**
- **Inability to submit reliable, documented and/or timely reports; and**
- **Management systems do not meet the State or federal required management standards.**

## **Termination of Agreement:**

The MS Office of Homeland Security in the event of Sub-Recipient noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Sub-Recipient thirty (30) day notice. The MS Office of Homeland Security, before issuing notice of termination of this agreement, shall allow the Sub-Recipient a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

The Sub-Recipient may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Homeland Security, thirty (30) days in advance of the termination date.

**Agreement Changes:** Any proposed changes to the agreement that would result in changes in the scope, character, or complexity of the agreement, must be submitted with Budget Modification to the MS Office of Homeland Security, and shall require an approved Budget Modification prior to change being implemented.

**Agreements:** Unless otherwise authorized in writing by the MS Office of Homeland Security, the Sub-Recipient shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Homeland Security. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

Sub-Recipient failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Homeland Security, will result in the withholding of reimbursement payments. **Reference 2CFR 200.339-343**

## **Closeout:**

At the end of each grant year, completion of grant activities and grant funding, the Sub-Recipient should begin the process of closeout. A typical period of performance for a grant year is one (1) year but can allow for an extension to a period of performance, if approved. Closeout forms and required documentation are due forty-five days after the end of the grant period. If a Sub-Recipient does not complete all required paperwork for the proper closeout, the MOHS can perform an Administrative Closeout.

If a Sub-Recipient remains in non-compliance and has not met all requirements of the grant, performed grant activities or prepared required reports, the MOHS can also perform an Administrative Closeout. At the time of an Administrative Closeout or End of Year Closeout, the MOHS staff will close all financial documents in the MAGIC system, and no further financial reimbursements will be able to take place in the grant. **Reference 2CFR 200.344.**



# Mississippi Office of Homeland Security Grants Department Contact Information

All Reports, Reimbursements and Grant Requirements should be emailed to the MOHS Grants Department email address:

[mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov)  
[\(601\) 987-1278](tel:(601)987-1278)

Beth Loflin-Finance and Grants Director

- Email Address: [beth.loflin@dps.ms.gov](mailto:beth.loflin@dps.ms.gov)

Kayla Stewart (Grants Program Management Lead)

- Email Address: [ksstewart@dps.ms.gov](mailto:ksstewart@dps.ms.gov)
- Phone Number: (601) 987-1217

Orlando Hoard (Admin Specialist)

- Email Address: [ohoard@dps.ms.gov](mailto:ohoard@dps.ms.gov)
- Phone Number: (601) 987-1278

## **Program Managers:**

Teresa Wash (Grants Program Management - North HSGP Grants)

- Email Address: [twash@dps.ms.gov](mailto:twash@dps.ms.gov)
- Phone Number (601) 987-1519

Ty Barnes (Grants Program Management - South HSGP Grants)

- Email Address: [tbarnes@dps.ms.gov](mailto:tbarnes@dps.ms.gov)
- Phone Number: (601) 987-1505

Micah Carrington (Grants Program Management - HSGP)

- Email Address: [mcarrington@dps.ms.gov](mailto:mcarrington@dps.ms.gov)
- Phone Number: 601-987-1231

Kimberly Johnson (Grants Program Management - Non-Profit)

- Email Address: [kjohnson@dps.ms.gov](mailto:kjohnson@dps.ms.gov)
- Phone Number: (601) 987-1518

Keondra Wallace (Grants Program Management- Non-Profit)

- Email Address: [kwallace@dps.ms.gov](mailto:kwallace@dps.ms.gov)
- Phone Number: (601)987-1225



**Financial Review:**

Karen Evans: General Funds/Procurement

- Email Address: [kevans@dps.ms.gov](mailto:kevans@dps.ms.gov)
- Phone Number: (601) 987-1213

Rachelle McKinley:

- Email Address: [rmckinley@dps.ms.gov](mailto:rmckinley@dps.ms.gov)
- Phone Number: (601) 987-1226

**Program Monitors:**

Bebea Boney

- Email Address: [bboney@dps.ms.gov](mailto:bboney@dps.ms.gov)

Steve Latham

- Email Address: [slatham@dps.ms.gov](mailto:slatham@dps.ms.gov)

**Program Trainers:**

Larry Cagle:

Community Emergency Response Trainer/State Coordinator

- Email Address: [lcagle@dps.ms.gov](mailto:lcagle@dps.ms.gov)

Rebecca Chaney:

Targeted Violence and Prevention Trainer

- Email Address: [rchaney@dps.ms.gov](mailto:rchaney@dps.ms.gov)

Laura Fosselman:

Law Enforcement Trainer (Active Shooter/Craze/Church Security)

- Email Address: [lfossleman@dps.ms.gov](mailto:lfossleman@dps.ms.gov)

**Cybersecurity Unit:**

Bobby Freeman:

- Email Address: [bfreeman@dps.ms.gov](mailto:bfreeman@dps.ms.gov)
- Phone Number: 601-933-7207



# **Appendix A**

## **Instructions to Complete Award Agreement**

### **Forms**

**Award Packets are Due to  
MOHS:**

**January 15, 2025**

## **Batch 1-Award Packet:**

In the Award Packet, you will receive the following documents, all must be signed and returned to the MOHS, before activities begin.

- Award Letter
  - Signed by Signatory Authorized Official
- Award Agreement Packet
  - Signature Page- Page 2
  - Assurance of Understanding Requirements for Sub-Recipients- Page 24
- Appendix to Agreement Packet
  - Grant Agreement Certifications- and Sub-Recipient Grant Administrator Certifications-Page 2
  - Financial Officer Certification and Authorized Signatory Official Certification-Page 3
  - Scope of Work- Page 4
  - Federal Funding Accountability and Transparency Act (FFATA)-Page 5

In Addition, each Sub-Grantee must provide the following documents:

- Orientation Acknowledgement Form
- National Cybersecurity Review (NCSR)
  - Opens October 1 and Closed **February 28**
- Environmental Historic Preservation Act Form Packet (If Applicable)

**Must be provided to the MOHS @ [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov) by January 15, 2025**



STATE OF MISSISSIPPI  
TATE REEVES, GOVERNOR  
DEPARTMENT OF PUBLIC SAFETY  
SEAN J. TINDELL, COMMISSIONER

## MISSISSIPPI OFFICE OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD- **EXAMPLE**

**Sub-Recipient Name: Anytown Police Department**

**Project Title: State and Local Cyber Security Grant Program**

**Grant Period: 12/1/2024-11/30/2026**

**Total Amount of Award: \$100,000.00**

**Date of Award: 12/1/2024**

**Grant Number: 22CS001**

In accordance with the provisions of Federal Fiscal Year 2022 FEMA State and Local Cybersecurity Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.137 and MOHS federal grant number is EMW-2022-CY-00005-SO1SS-00. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return it to the MOHS by **January 15, 2025**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above.** I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

**Supplantation:** The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT**

**1. Signatory Authorized Official (Commissioner, Mayor, Board President, etc.)**

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Signature of Authorized Signatory Official

*Pete Banks-Executive Director*

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Signature of MOHS Executive Director/SAA

# MISSISSIPPI OFFICE OF HOMELAND SECURITY



## FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET-**EXAMPLE**

# FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: Anytown Police Department  Mailing Address: 110 Main Street Anytown, MS 39541  Telephone Number: (662)874-1445  E-Mail: grantwriter@anytown.gov	2. Effective Date of Grant: December 1, 2024  3. Sub-Recipient Grant Number: 22CS001  4. Grant Identifier (Funding Source & Year): EMW-2022-CY-00005  5. Period of Performance: Start and End Dates: December 1, 2022-September 30, 2026  6. Subgrant Payment Method: <u>  X  </u> Cost Reimbursement Method
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7. CFDA # - 97.137- State and Local Cybersecurity Grant Program	8. UEI # - 5H41P26Y4MH9	9. Congressional District: 5
10. FAIN #: 646000779	11. Initial Federal Award Date: December 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: <u>  Yes  </u> <u>  X  </u> <u>  No  </u>	14. Indirect Cost Rate Charged: \$0.00	

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%		
(1) Personal Services-Salary	\$0.00	(1) Federal	\$100,000.00	\$0.00	100%
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	\$15,000	(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training	\$0.00	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$85,000	Total:	\$100,000.00	\$0.00	100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	\$0.00	Number of Grants:	FY21	FY22	FY23
<b>TOTAL</b>	<b>\$100,000</b>	<b>TOTAL:</b>	<b>\$56,200.00</b>	<b>\$57,360.00</b>	<b>\$23,000</b>

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee: <i>Pete Banks-Executive Director</i> <i>9/1/2024</i>  Signature _____ Date _____  Name: <b>Pete Banks</b> Title: <b>MOHS Executive Director/SAA</b>	15. Approval from Sub-Recipient: <b>1. Signature of Authorized Official</b> <b>2. Date of Signature</b>  Signature _____ Date _____  Name: <b>3. Printed Name of Signatory Official</b> Title: <b>Authorized Signatory Official</b>
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## FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM PROJECT DESCRIPTION

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

## FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GOALS AND OBJECTIVES

**GOAL:** Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification

### **OBJECTIVES:**

Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3: Implement security protections commensurate with risk.

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

## FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

### **(OCTOBER, NOVEMBER & DECEMBER)**

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1<sup>st</sup> quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (October 1-December 31). Due to MOHS January 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.



**(JANUARY, FEBRUARY & MARCH)**

- Submit 1<sup>st</sup> Quarter Report to MOHS. Due January 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (January 1-March). Due to MOHS April 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

**(APRIL, MAY & JUNE)**

- Submit 2<sup>nd</sup> Quarter Report to MOHS. Due April 15<sup>th</sup>.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (April 1-June). Due to MOHS July 15<sup>th</sup>.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

**(July, August & SEPTEMBER)**

- Submit 3rd Quarter Report to MOHS. Due July 15<sup>th</sup>.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4<sup>th</sup> Quarter Report. (July 1-September 30). Due to MOHS October 15<sup>th</sup>.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

**CLOSEOUT (October 1-November 1)**

- Submit 4<sup>th</sup> Quarter Report. (July 1-September 30). Due to MOHS October 15<sup>th</sup>.
- Prepare Closeout Documents and submit to MOHS. Due November 15<sup>th</sup>.
- Assess and review program's threats, hazards, core capabilities and needs.

## FY22 State and Local Cybersecurity Grant Program -Cost Summary Support Sheet

<b>1. Sub-Recipient Agency: Anytown Police Department</b>				
<b>2. Sub-Recipient Grant Number:</b> 22CY-0001		<b>3. Grant ID: FY22 SLCGP</b>	<b>4. Beginning: December 1, 2024</b>	<b>5. Ending: September 30, 2026</b>
<b>6. Activity: State and Local Cybersecurity Grant Program</b>				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Salary				
Fringe				
Contractual Services	Malware Software- \$15,000.00	\$15,000.00	\$0.00	\$15,000.00
Travel/Training				
Equipment	Network Firewall- \$25,000.00 Power Edge Server (2)- \$35,000.00 Port Switches- \$25,000.00	\$85,000.00	\$0.00	\$85,000.00
Commodities/Supplies				
Other:				

<b>TOTALS</b>	\$100,000.00	\$0.00		\$100,000.00
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**BUDGET EXAMPLE**

# MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

## **Federal Terms and Conditions:**

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2024 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B 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.

### **B. 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. General Acknowledgements and Assurances**

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 and 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](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil 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](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **C. Standard Terms & Conditions**

#### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award 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 award funds.

#### **II. Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

#### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 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.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 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.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a 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.

## VI. Civil Rights Act of 1964 – Title VI

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.

## VII. Civil Rights Act of 1968

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 24 C.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, Subpart D.)

## VIII. Copyright

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.

## IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.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.

## X. Drug-Free Workplace Regulations

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).

## XI. Duplicative Costs

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.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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.

### XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 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.

### XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

### XV. Federal Debt Status

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.)

### XVI. Federal Leadership on Reducing Text Messaging while Driving

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.

### XVII. Fly America Act of 1974

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>) 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.

### XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely 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.

### XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

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.

### XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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>.

### XXI. Lobbying Prohibitions

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 6C.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).

#### XXII. National Environmental Policy Act

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. § 4321 *et 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.

#### XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the 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 participations of faith-based organizations in individual DHS programs.

#### XXIV. Non-Supplanting Requirement

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.

#### XXV. Notice of Funding Opportunity Requirements

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.

#### XXVI. Patents and Intellectual Property Rights

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.

#### XXVII. Procurement of Recovered Materials

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 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### XXVIII. Rehabilitation Act of 1973

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.

#### XXIX. Reporting of Matters Related to Recipient Integrity and Performance

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.

### XXX. Reporting Subawards and Executive Compensation

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 A, the full text of which is incorporated by reference.

### XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

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:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) 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
  - (3) 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 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### XXXII. SAFECOM

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.

XXXIII. Terrorist Financing

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.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

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.

XXXV. Universal Identifier and System of Award Management

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.

XXXVI. USA PATRIOT Act of 2001

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.

XXXVII. Use of DHS Seal, Logo and Flags

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 component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

**1. Lobbying**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or

an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## **2. Debarment, Suspension, and Other Responsibility Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

## **3. Drug-Free Workplace**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Subrecipient's policy of maintaining a drug-free workplace.

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

#### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

#### **5. Organizational and Financial Requirement:**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control, and evaluation of direct and indirect costs.

d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

- i. having new or substantially changed systems
- ii. having new compliance personnel

- iii. loss of license or accreditation to operate program
- iv. organizational restructuring

## **6. Following Subrecipient Procedures:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

## **7. Disclosure of Information:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

## **8. Conflict of Interest**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

## **9. Prohibition on certain telecommunications and video surveillance services or equipment**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. 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).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) 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 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.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

## **FEMA Standard Terms and Conditions**

### **FISCAL YEAR 2024 FEMA STANDARD TERMS AND CONDITIONS**

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023\*

**\*Please note that at the time of Award Development these had not been updated by FEMA for FY24.**

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

### **1. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review 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; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The 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, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

### **2. Applicability of DHS Standard Terms and Conditions to Tribes**

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 Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

### **3. Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made,

including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **4. Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **5. Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/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(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **6. Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Mississippi Office of Homeland Security**  
**FY24 Terms and Conditions:**

**Compliance and Regulations:**

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

**Grant Funding:**

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.
16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.

17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

#### **Equipment/Supplies for Program Activities:**

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at [www.homelandsecurity.ms.gov](http://www.homelandsecurity.ms.gov). (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

#### **Reporting of Program Requirements:**

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:



Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

### **Non-performance of Grant Activities:**

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

### **Audit Requirements:**

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
  - (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
  - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
  - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
  - (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
  - (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
  - (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330

Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

**Monitoring/Inspection:**

37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
38. Physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

**Monitoring:**

42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub- recipient monitoring.
43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as

financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

### **Intelligence Sharing:**

45. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
46. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
47. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's Regional Fusion Center (if applicable).

### **Other Provisions:**

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:**

As the Authorized Official for, 1. **Anytown Police Department** (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. **I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

2. Chris Watkins

4. 12/1/2024

Authorized Signatory Official's Signature:  
(Sub-Recipient)

Date:

3. Chris Watkins

5. Mayor

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: **5. 5H41P26Y4MH9**

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: Pete Banks

Date: **12/1/2024**

Executive Director/SAA

Mississippi Office of Homeland Security

- 1. Name of Sub-Recipient**
- 2. Authorized Signatory Officials Signature**
- 3. Printed Name of Authorized Signatory Official**
- 4. Date of Signature**
- 5. Title of Authorized signatory Official**
- 6. UEI Number**

## Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: **Any Town Police Department**      Grant Number: **24LE257-5**

Agency Address: **110 Main Street Anytown, MS 39541**

Agency Phone Number: **662-874-1445**      Agency Fax Number: **662-888-5412**

## Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: **Paul Smith**      Title: **Grant Writer**  
(Designated Sub-Recipient Grant Administrator)

Phone Number: **662-874-1446 (The Number where we can reach the SGA)**

Email Address: **[grantwriter@anytown.gov](mailto:grantwriter@anytown.gov) (Email address where we can reach the SGA)**

Signature of Sub-Recipient Grant Administrator: **Paul Smith**

## Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** **Patricia Harris**

**Title:** **Financial Clerk**

**(Sub-Recipient Financial Officer)**

**Phone Number:** **662-874-1447 (The Number where we can reach the Financial Person)**

**Email Address:** **financialguru@anytown.gov (Email where we can reach the Financial Person)**

**Signature of Sub-Recipient Financial Officer:** *Patricia Harris*

## Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** **Chris Watkins**

**Title:** **Mayor**

**(Grant Authorized Signatory Official)**

**Phone Number:** **662-874-1448 (The Number where we can reach the Signatory Official)**

**Email Address:** **mayorofanytown@anytown.gov**

**Signature of Authorized Signatory Official:** *Chris Watkins*

## Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

The Anytown Police Department will use the approved federal grant funds to work within our local community.

Funds will be used to provide the agency with the necessary equipment for emergency response and recovery. Equipment will be ordered within the 1<sup>st</sup> quarter and will follow all federal and state procurement guidelines. The agency will work with MOHS to secure reimbursement once the equipment is received.

The agency will prepare all the required Quarterly Reimbursements Claims and Reports, as required. These reports will be filled out and will provide information needed on the agency program and activities. The SGA will be responsible for preparing and submitting all required reports.

The funding for Malware Software, Network Firewall, Servers and Port Switches for the agency cybersecurity project. Equipment will provide enhance protections for the agency to protect against potential cyber-attack.

# Federal Funding Accountability and Transparency Act (FFATA)

## Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

**Section 1: Award Information:**

<b>Agency Name</b>	<b>Anytown Police Department</b>
<b>City</b>	<b>Anytown</b>
<b>Zip Code +4 Digits (Required)</b>	<b>39541-9999</b>
<b>Unique Entity Identification (UEI) #</b>	<b>5H41P26Y4MH9</b>
<b>Amount of Award:</b>	<b>\$100,000.00</b>

**Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)**

- More than 80% of the Agency organization’s annual gross revenue is federal funds.  
 Yes (If yes, proceed to Question 2)  
 No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.  
 Yes (If Yes, proceed to Question 3)  
 No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: \_\_\_\_\_)  
 Yes (If Yes, proceed to Table)  
 No (If No, stop, proceed to Section 3)

**Names and Salary of Organizations Top Five (5) Executives (By Salary)**

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

**Section 3: Certification of Information:**

I certify that the above information is true and accurate.

*Chris Watkins*

Authorized Signatory Official (Signature)

12/1/2024

Date

Chris Watkins

Authorized Signatory Official (Printed Name)

Mayor

Title





## **Other Award Packet Documents**

### **Required Document to be Submitted:**

- Orientation Acknowledgement Form
- 2024 Nationwide Cybersecurity Review Completion Verification

### **If Applicable Documents:**

- Environmental Historic Preservation Screening Form (EHP), if applicable



**Homeland Security  
FY22 State and Local Cybersecurity Grant Program  
Orientation Acknowledgment Form**

By signing this Orientation Acknowledgment form, I acknowledge that I have received and viewed a copy of the FY22 Mississippi Office of Homeland Security (MOHS)-State and Local Cybersecurity Grant Program (SLCGP) Orientation documents.

I understand and agree that it is my responsibility to read, understand and follow all the guidance set forth in the grant award and the grant program documents.

I acknowledge that if I have any questions, comments or concerns related to the grant award documents or grant program documents, I am encouraged to discuss matters with MOHS staff and seek guidance and technical assistance.

Date: **December 1, 2024**

Name: Paul Smith-Grant Writer

Signature: **Paul Smith**

Agency Name: Anytown Police Department

Please return this form to: MOHS Grants: [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov)

**Form can be returned during Implementation or with Award Packet**

## 2024 Nationwide Cybersecurity Review Completion Verification

- On October 1: Please go to the NCSR Review Page and start working on the NCSR Assessment.
- Registration: Participants must register at the website <https://www.cisecurity.org/ms-isac/services/ncsr>.
- Website: <https://www.cisecurity.org/ms-isac/services/ncsr>
- REQUIREMENT OF GRANT!!!
- Only Open: **October 1-February 28**
- A Completion Certificate is required to be provided to the MOHS. NCSR Completion Certificates remain available for download at completion/submission of the NCSR.
- No Reimbursement can be processed until the NCSR Cyber Certificate is provided to MOHS.
- An NCSR submission can cover multiple entities who receive HSGP funding. Participants should enter all "Legal Agency Names" within the appropriate question to account for all entities covered under the submission.

### Completion of Assessment Form: Example

Element Information - Name	If this NCSR submission is covering additional entities who receive HSGP funding_ please enter those entity names here- Please see the help text (question mark icon) for examples- If this NCSR submission is not covering additional entities who receive HSGP funding_ please enter -N-A--	Related Tasks - Task Name	Related Tasks - Task Status	Related Tasks - Completion Date
Mississippi - City of [REDACTED]	N/A	2021 Nationwide Cybersecurity Review (NCSR)	Completed	Nov 4, 2021 8:57 PM

**In addition to your certificate, MOHS needs the questions below answered:**

**Question 1:** If this NCSR submission covers additional entities who receive HSGP funding, please provide those organization names. If this NCSR submission does not cover additional entities who receive HSGP funding, please indicate "This submission only covers my organization."

**Question 2:** Which grant program is your organization completing the NCSR due to receiving grant funding? [enter applicable grant program name]

**Question 3:** My organization was awarded the applicable grant funds specific to the following fiscal year(s): [enter applicable years]



October 1 - February 28

# Frequently Asked Questions

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## General NCSR Questions

**What is the Nationwide Cybersecurity Review?**

**Answer:** The Nationwide Cybersecurity Review (NCSR) is a no-cost, anonymous, annual self-assessment, designed to measure gaps and capabilities of state, local, tribal and territorial governments' cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). The NCSR is sponsored by the Department of Homeland Security (DHS) and the Multi-State Information Sharing and Analysis Center\* (MS-ISAC\*).

The NCSR question set was built upon the NIST CSF Core, with some minor alterations.

The Core consists of a collection of cybersecurity-related activities organized into five main functions: Identify, Protect, Detect, Respond, and Recover. Each of the five functions is subdivided into a total of 23 categories and then further into 108 sub-categories.

The NCSR leverages the 108 sub-categories as the questions for the assessment. For assessment purposes, the sub-categories provide enough details for organizations to identify actionable steps to improve their cybersecurity maturity and the ability to utilize pre-existing cross-references to best practices, standards, and requirements.

Using the results of the NCSR, DHS delivers a bi-yearly anonymous summary report to Congress, providing a broad picture of cybersecurity maturity across the SLTT communities.

**When is the NCSR open?**

**Answer:** The NCSR is open on an annual basis from October 1 to February 28.

After the close date of February 28, the NCSR data is compiled into an anonymized Summary Report that is presented to Congress as part of a program requirement for the MS-ISAC. While the October through February timeframe applies to NCSR submission, all NCSR participants have the opportunity to access their reporting and resources in the NCSR portal at any time.

**What if my organization misses the deadline to complete the NCSR? Could I request an extension?**

**Answer:** There are no extensions to complete the NCSR. The assessment officially closes on February 28 each year. If your organization misses the deadline, you will be able to complete the next offered NCSR, which will open on October 1. If you are a recipient of the Homeland Security Grant Program (HSGP) and have missed the deadline, you can select the appropriate fiscal year you are participating on behalf of in the next assessment. You will then be covered for both years.

**Do I need to be a member of the MS-ISAC to take the NCSR?**

**Answer:** No. All States, State Agencies/Departments, Local Government Jurisdictions, Local Government Agencies/Departments, Tribal Organizations and Territorial Governments are encouraged to participate.

However, the MS-ISAC is free to join, and provides many cybersecurity resources and services at no cost. SLTT governments are always encouraged to join the MS-ISAC.

To learn more about the MS-ISAC please visit: <https://www.cisecurity.org/ms-isac>.

**How much does it cost to take the NCSR? How long does it take to complete?**

**Answer:** The NCSR is available at no cost to the user and takes approximately two to three hours to complete. Please note, the first time the NCSR is taken may take longer, as participants may need to gather information and consult other teams. Once you have completed the NCSR for the first time, a majority of your responses will be pre-populated the next year so you can update responses where applicable.

Who from my organization should participate in the NCSR?

**Answer:** The target audience for the NCSR are personnel within the SLTT community who are responsible for the cybersecurity program within their organization.

- Chief Information Officer (CIO)
- Chief Information Security Officer (CISO)
- Chief Security Officer (CSO)
- Chief Technology Officer (CTO)
- Director of Information Technology (IT)/Information Systems (IS)
- Individuals responsible for Information Technology management

What are the benefits of participating in the NCSR?

**Answer:** There are many benefits! Many participants have found that participating in the NCSR raises awareness and communication within their organization with both internal and external stakeholders, including executive leadership. By participating in the NCSR, you are creating a cybersecurity baseline which can be used to develop your future security roadmap AND you can compare your scores against the aggregate scores of your peers across the nation.

Upon completion of the NCSR, you will have access to custom individual reports that are specific to your organization. NCSR users can also access cybersecurity policy templates.

#### Available Reports

- **Current NCSR Results:** Provides your organization's current NCSR results across the NIST Cybersecurity Framework Functions and Categories.
- **Year-To-Year Results:** Provides your year-to-year NCSR results across the NIST Cybersecurity Framework Functions and Categories.
- **Peer Profiles:** Provides your year-to-year NCSR results across the NIST Cybersecurity Framework Functions and Categories in comparison to your peers. Your peer groups are based on your Entity Type and Industry (Example: State Health & Human Services). Please note: Your results will be compared anonymously to other organizations in your peer group. You can view your peer profiles two ways. The detail view will show all category and subcategory responses to the NCSR. The summary view is where you can view the function and category responses.
- **HIPAA Compliance Report:** Provides access to your year-to-year compliance reports. Currently, we have the HIPAA Security Rule Crosswalk mapped to the NIST Cybersecurity Framework.
- **Cybersecurity Resources Report:** Aligns your NCSR results to resources such as MS-ISAC services, open source tools, and policy templates.
- **CIS Controls v8 Report:** Displays your NCSR results aligned to the practices within the CIS Controls cybersecurity framework.

Additionally, the MS-ISAC provides resources and guidance to assist with evaluating NCSR results, as well as potential "next steps" towards cybersecurity improvements. These materials can be found under the "NCSR Resources" section of the [NCSR website](#).

**How is the NCSR different than other audits, surveys, assessments, reviews, etc.?**

**Answer:** The NCSR is different in several key ways that are beneficial to the SLTT community. It is designed to measure the gaps and capabilities of cybersecurity programs, while most other audits are designed to determine compliance or adherence to a specific set of requirements. When completed on an annual basis, the NCSR allows participants to measure changes in their cybersecurity program over time. The year-over-year trending provides more than a "snapshot in time" in comparison to other audits, surveys, reviews, etc.

**Can other organizations view my results?**

**Answer:** No. All individual self-assessments and scores are kept confidential and anonymous.

The NCSR is hosted on a password-protected GRC platform that does not allow an organization to access the records of other organizations.

Further, the NCSR assessment does not identify any specific internal technology or data points utilized by an organization. The answers are based on a custom response scale, based on policy usage and level of formalized activity along the NIST Cybersecurity Framework. This high-level data helps our MS-ISAC team and DHS assess how to best assist public organizations at the state and local level through funded initiatives.

**Is my information shared with anyone outside of the MS-ISAC?**

**Answer:** No, only the individuals assigned to your specific organization can view your organization's results. After the NCSR closes, the aggregated data is used in an anonymized Summary Report that is designed to measure gaps and capabilities of SLTT governments' cybersecurity programs. Every other year the Summary Report is shared with Congress to provide a broad picture of the cybersecurity maturity across the SLTT communities.

**How do I register for the NCSR?**

**Answer:** To register for the NCSR, please visit: <https://www.cisecurity.org/ms-isac/services/ncsr/> and complete the registration form.

Your user account will be created within 2 to 4 business days so please sign up in advance of the submission deadline. Once your account has been created, you will receive an e-mail with your credentials from [customer.support@logicmanager.com](mailto:customer.support@logicmanager.com).

For additional questions email [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org).

**If I sign up with the incorrect organization name, can I request a name change?**

**Answer:** If you signed up with the incorrect organization name, the NCSR team can change the name, as long as the organization is a first time NCSR participant. For historical tracking and consistency, we cannot change an organization name within the NCSR, if the organization has participated in the past."

**How can I add or remove contacts who have access to my organization's NCSR assessment?**

**Answer:** Please email [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org) with the new contact person's name and email address. To remove a contact, please notify [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org) of the specific contact, and the NCSR team will complete that step.

## Grant Requirement Questions

**Am I required to complete the NCSR as a Homeland Security Grant Program (HSGP) grant recipient?**

**Answer:** As outlined in the [FY 2022 Notice of Funding Opportunity \(NOFO\)](#), State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) recipients and sub-recipients must complete the NCSR by February 28, 2023, to benchmark and measure their progress of improving their cybersecurity posture.

**Who is responsible for completing the NCSR under the HSGP?**

**Answer:** All recipients and sub-recipients of the SHSP and UASI grant programs are required to take the NCSR. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient and sub-recipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The FY 2022 HSGP NOFO is located online at: <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity> as well as on <http://www.grants.gov>.

For additional questions, email [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov).

**My small agency is a Homeland Security Grant Program grant sub-recipient, but our IT services are managed by another agency (i.e., consolidated IT department). Which entity is responsible for completing the NCSR?**

**Answer:** Given the technical nature of the NCSR, it should be completed by the CIO, CISO or equivalent responsible at the agency that provides IT services to the recipient and/or sub-recipient. Outside vendors can assist agencies complete the NCSR, but each recipient and sub-recipient is responsible for ensuring that the response to the assessment accurately reflects their agency's capabilities. If an agency is unable to complete the NCSR because the state or local entity uses a privately contracted outside party, the state or local entity must have a specific person within that group register for a user account.

If an organization does not have an IT employee or contractor, then the organization should select the employee who can best answer technology-related questions.

All registrants of the NCSR must utilize a government email address. Gmail, Yahoo, Hotmail etc. will not be used to create an NCSR user account, unless it is verified as an official work email. If you are a private contractor hired by a state, local, tribal, or territorial government, you will need to create a government email address. If you do not have a government email address but need to take the NCSR on behalf of a government, please reach out to [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org).


If you are a nonprofit organization taking the NCSR on behalf of SHSP and UASI grants, please email [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org) confirming your State Administrative Agency (SAA): <https://www.fema.gov/media-library/assets/documents/28689>.


If you have any questions regarding these requirements, please email [NCSR@cisecurity.org](mailto:NCSR@cisecurity.org).




**I work for an IT department that services multiple agencies, all on the same IT infrastructure. Do we have to complete it twice?**

**Answer:** No. The NCSR is a network-level assessment. It only needs to be completed once when multiple recipients and/or sub-recipients share a network. For the entity completing the NCSR, please make sure to identify all recipients and/or sub-recipients within the following Demographics question of the NCSR so that each are reflected in the compliance reporting. This may mean multiple departments or agencies within your organization, so please identify all that apply as seen in the questions below.

Who are you answering the NCSR on behalf of? If your IT operations and infrastructure covers multiple departments/offices, please select all applicable department/office types below. For Homeland Security Grant Program (HSGP) recipients, enter all applicable entity names that your NCSR submission is covering within the next question's text box. This organizational information must reflect the "Legal Agency Name" as part of the Biannual Strategic Implementation Report (BSIR) reporting within the HSGP process. For additional details, please refer to the help text (question mark icon). \* 

Select option(s) 

If this NCSR submission is covering additional entities who receive HSGP funding, please enter those entity names here. Please see the help text (question mark icon) for examples. If this NCSR submission is not covering additional entities who receive HSGP funding, please enter "N/A" 

Enter text

**Will we be notified when our NCSR assessment is submitted? Or when reporting is available?**

**Answer:** You will not get a notification upon submitting the NCSR. However, upon selecting "Submit Task", your NCSR answers will be locked in. You will then have access to a Completion Certificate in the NCSR portal. All reporting is automatically available in the NCSR portal the day after you submit your assessment task. There will not be an email notification that reporting is available.

**Questions**

For administrative and technical questions about the NCSR, please contact the Multi-State Information Sharing and Analysis Center® (MS-ISAC®) at [ncsr@cisecurity.org](mailto:ncsr@cisecurity.org).

## Environmental Historic Preservation Screening Form (If Applicable)

Once the Environmental Historic Preservation Screening Form is filled out, please return to MOHS Grants: [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov)

EHP's will be forwarded to FEMA and will go through the review process. The review process can take up to 6-9 months to complete. No work, activities, or purchasing of equipment can be started or performed until the EHP is completed and approved by FEMA. If work, purchases, or activities do proceed without the EHP, these costs will be unallowable.

- Projects should require Flood Zone Notices
- Special Conditions

### Items Needed:

- Screening Form
  - Include Address and Latitude/Longitude Coordinates
  - Detailed Description
- Specifications of Equipment (If Available)
  - Product Brochures
- Pictures:
  - Detailed pictures of where the items will be located.
  - Detailed pictures of building where the items will be located.
  - Inside and Exterior Pictures.
  - Street Views of where items will be located (LPR)
  - Overhead views of location (Google Earth)
  - Camera's: If you are installing cameras
    - Pictures of EVERY location of the camera.
    - Picture of the type of cameras
- Details: Can be provided on additional sheets
  - Tree Removal:
    - Root balls Removed?
    - Removal Process?
    - Debris Staging?
  - Exterior Lighting
    - Pictures of Lights
    - Will lights be attached to building on or light poles?
    - Will poles be new or existing?
    - How will electrical be provided to pole?
  - Fencing:
    - Material of the fence
    - Details of the fence (Type, Length, Material)
    - Ground Disturbance Dimensions
    - How deep will the fence be installed?
    - Will fill dirt be used?

## Environmental and Historic Preservation Screening Form

### Grants will have an EHP Form Required (If Applicable)

#### SECTION A. PROJECT INFORMATION

DHS Grant Award Number: EMW-202X-XX-XXX

Grant Program: Homeland Security Non-Profit Grant Program

Grantee: Mississippi Office of Homeland Security

Grantee POC: MOHS Grants Department

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Sub-Grantee: 1.

Sub-Grantee POC: 2.

Mailing Address: 3.

E-Mail: 4.

Estimated cost of project: 5.

Project title: 6.

Project location (physical address or latitude-longitude): 7.

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

8.

1. Sub-Grantee: Please include name of agency, district, or non-profit organization.
2. Sub-Grantee POC: Please include the name of the person that is the main Point of Contact (POC) for the grant.
3. Mailing Address: Please include the physical mailing address for the location of the project.
4. Email: Please include the email address for the POC of the project.
5. Estimated Cost of the Project: Please include the amount of the grant.
6. Project Title: Provide a title for the project. Ex. New Faith Church
7. Project Location: Provide the physical location of the project, please include, if possible, latitude and longitude location.
8. Project Description: Please include a description of the project, plans for the project, such as building or installing equipment. Please be as detailed as possible regarding the equipment being installed, reasons for the installation and details that may be pertinent to the project.

## Environmental and Historic Preservation Screening Form

All Non-Profit Grants will have an EHP Form Required. Some HSGP may require an EHP Submission.

### SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1.  **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2.  **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3.  **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4.  **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5.  **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6.  **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7.  **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

Please review Section B and mark the number on the left to which your project best fits for this EHP submission. In most cases, the selection will be number (1) one and (3) three.

# Environmental and Historic Preservation Screening Form

## SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1.  **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each: \_\_\_\_\_
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known): \_\_\_\_\_
  - c. Complete Section D.
  
2.  **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): \_\_\_\_\_
  - b. Provide the location of the training (physical address or latitude-longitude): \_\_\_\_\_
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations?  Yes  No
    - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): \_\_\_\_\_
    - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): \_\_\_\_\_
    - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? \_\_\_\_\_
    - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: \_\_\_\_\_
    - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): \_\_\_\_\_
  - d. Would any equipment or structures need to be installed to facilitate training? \_\_\_\_\_
  - If yes, complete Section D
  
3.  **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**
  
4.  **Generator installation.**
  - a. Provide capacity of the generator (kW): \_\_\_\_\_
  - b. Identify the fuel to be used for the generator (diesel/propane/natural gas): \_\_\_\_\_
  - c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): \_\_\_\_\_
  - d. Complete Section D.
  
5.  **New construction/addition.**
  - a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): \_\_\_\_\_
  - b. Provide technical drawings or site plans of the proposed project:  Attached
  - c. Complete Section D.
  
6.  **Communication towers, antennas, and related equipment.**
  - a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): \_\_\_\_\_
  - b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: \_\_\_\_\_

Please review Section C and fill out the sections that best fit the project. In most cases, it will be section (1) one.

# Environmental and Historic Preservation Screening Form

Section 6 D: Will only be filled out for new construction or communication towers.

## SECTION D. PROJECT DETAILS

Complete all of the information requested below.

### 1. Project Installation

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training?  Yes  No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

c. Would the equipment use the existing infrastructure for electrical distribution systems?  Yes  No

- If no, describe power source and detail its installation at the site:

### 2. Age of structure/building at project site

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area?  Yes  No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/>

Yes  No

- If yes, identify the name of the historic property, site and/or district and the National Register document number:

Fill out as much detail as possible, to describe the installation and structure of where the equipment will be installed.

## Environmental and Historic Preservation Screening Form

3.  **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site:  Required
  - Labeled, color photograph of each location where equipment would be attached to a building or structure:  Required
  - Labeled, color aerial photographs of the project site:  Required
  - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable):  Attached
  
  - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old):  Attached
- b. Are there technical drawings or site plans available?  Yes  No
- If yes, attach:  Attached

**Appendix A has guidance on preparing photographs for EHP review**

4.  **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?

Yes  No

• If yes, attach documentation with this form:

Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes  No

• If yes, attach documentation with this form:

Attached

c. Was a NEPA document prepared for this project?

Yes  No

• If yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency:

Date Attached:

Please fill out Section 3, with site photographs, maps and or drawings.

# Environmental and Historic Preservation Screening Form

## Guidance on Providing Photographs for Site Location and Equipment Installations

### Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

#### Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

#### Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)<sup>1</sup> or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

#### Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.<sup>1</sup> Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

### Examples of Labeling for EHP Submission

Figure 1. Example of labeled, color aerial photograph.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

**Ground-level photographs.** The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



## Examples of Labeling for EHP Submission

### Appendix A. Supporting Photographs for EHP Grant Submissions

**Ground-level photograph with equipment close-up.** Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV  
Camera

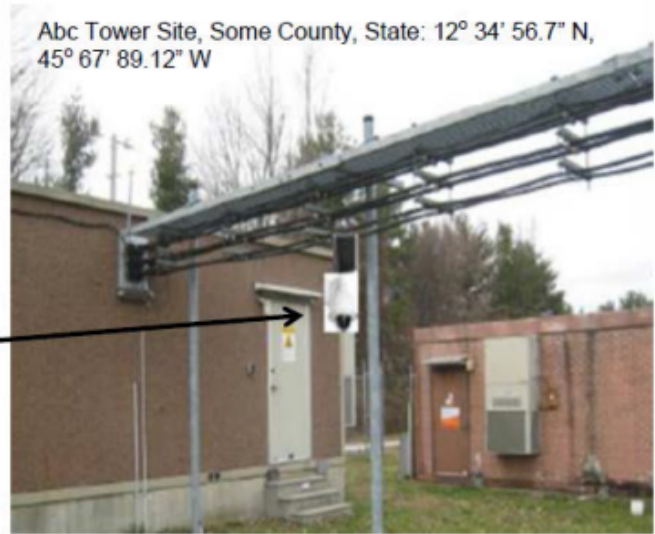


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

### Interior equipment photographs.

The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

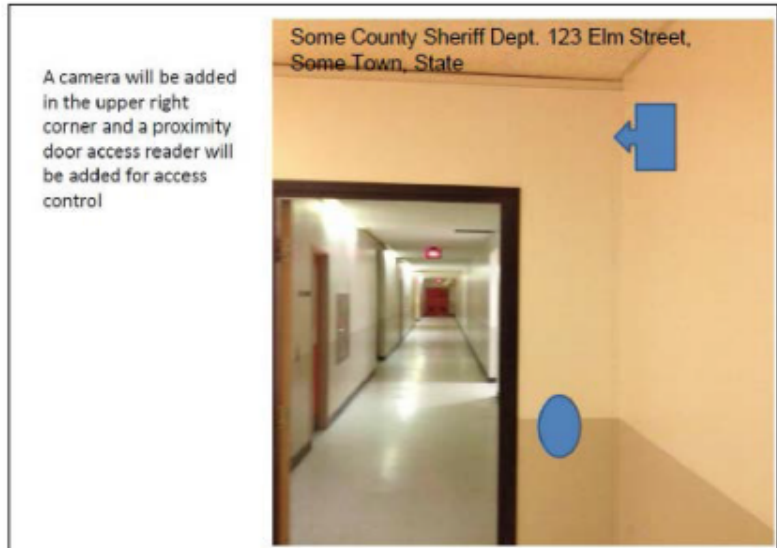


Figure 6. Interior photograph showing proposed location of new equipment.

## Examples of Pictures:



replace  
worn  
fencing

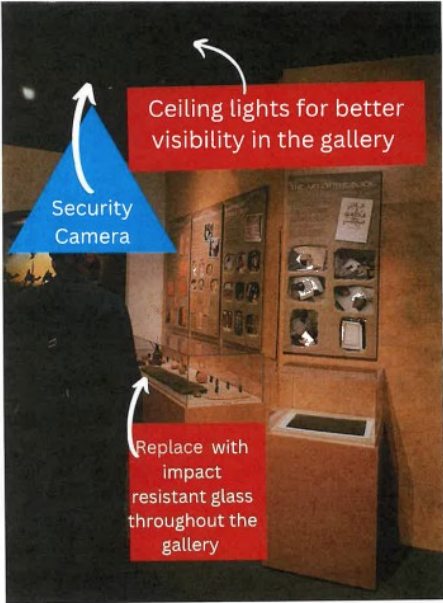
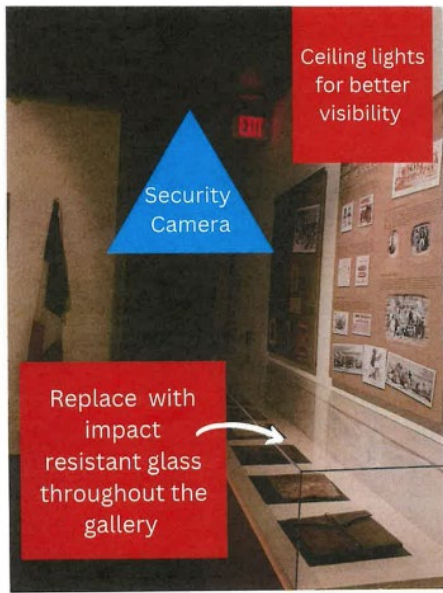


Lighting

CAMERA

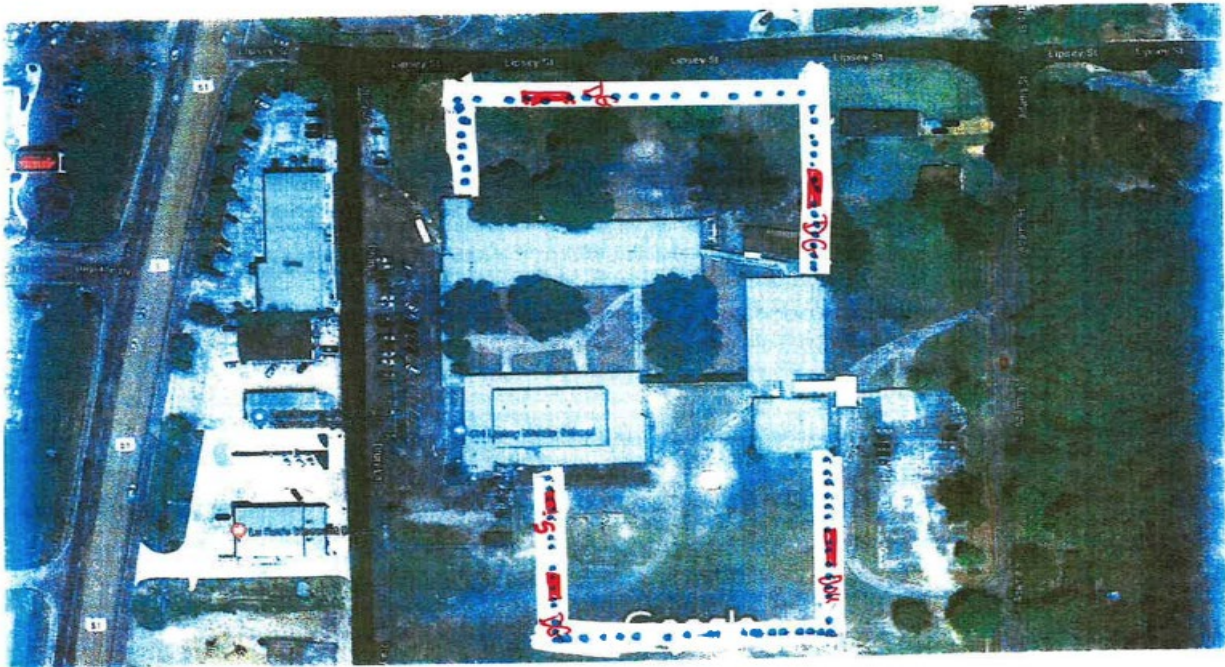
Electronic Access Door

Access control



Fencing Example:

gle Maps



Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022

- Lipsy*
- 1375 feet of chainlink fence with 4 swing gates and 1 walk gate

# LPR Picture Examples



## EHP Checklist

“Yes” indicates that the environmental regulation or statute may apply to your project.

Environmental Regulation or Statute		Yes	No
<b>National Historic Preservation Act</b>			
1.A	Would the proposed project affect, or is the proposed project in close proximity to, any buildings or structures 50 years or more in age?		
1.B	Will the proposed project involve disturbance of ground?		
<b>Endangered Species Act and Wildlife Coordination Act</b>			
2.A	Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?		
2.B	Will the proposed project remove or affect vegetation?		
2.C	Is the proposed project in or near (within 200 feet), or likely to affect, any type of waterbody or body of water?		
<b>Clean Water Act, Rivers and Harbors Act</b>			
3.A	Will the proposed project involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as “waters of the United States” as identified by the U.S. Army Corps of Engineers or on the National Wetland Inventory?		
<b>Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands)</b>			
4.A	Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrological study, or some other source indicate that the project is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical facility), an identified regulatory floodway, or an area prone to flooding?		
4.B	Is the proposed project located in, or will it affect, a wetland as listed in the National Wetland Inventory?		
4.C	Will the proposed project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?		
4.D	Is the proposed project located in, or will it affect, a floodplain or wetland? If yes, the 8-step process summarized in Appendix J must be completed.		
<b>Coastal Zone Management Act</b>			
5.A	Is the proposed project located in the State’s designated coastal zone?		
<b>Farmland Protection Policy Act</b>			
6.A	Will the proposed project convert more than 5 acres of “prime or unique” farmland outside city limits to a non-agricultural use?		
<b>Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act</b>			
7.A	Is there reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?		
7.B	Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?		
7.C	Will any project construction or operation activities involve the use of hazardous or toxic materials?		

# EHP Check List

Environmental Regulation or Statute		Yes	No
7.D	Are any of the current or past land uses of the property associated with the proposed project or are any of the adjacent properties associated with hazardous or toxic materials?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Executive Order 12898 (Environmental Justice for Low Income and Minority Populations)</b>			
8.A	Are there any low-income or minority populations in the project's area of effect or adjacent to the project area?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Environmental/Historic Preservation Laws (including applicable State laws) or Issues</b>			
9.A	Are other environmental/historic preservation requirements associated with this project?	<input type="checkbox"/>	<input type="checkbox"/>
9.B	Are any controversial issues associated with this project?	<input type="checkbox"/>	<input type="checkbox"/>
9.C	Have any public meetings been conducted, or public comment solicited, on the proposed project?	<input type="checkbox"/>	<input type="checkbox"/>



# **Appendix B**

## **Instructions to Complete State and Local Cybersecurity Grant Program (SLCGP) Program Forms**

**Sub-Recipient Program Manager Workbook:  
Quarterly Reimbursement Claim and Progress Report**

To simplify the grant reimbursement, claim and progress report process, the MOHS has combined all required submission forms into (1) one workbook to claim reimbursement and track progress. There are four (4) quarters that will be required for the FY24 grant year, along with a final closeout form.

Each tab in the workbook corresponds with the quarter that the grant activity should take place. Please see the chart below.

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15 <sup>th</sup>
December 1-February 28/29	2 <sup>nd</sup> Quarter	March 15 <sup>th</sup>
March 1-May 31	3 <sup>rd</sup> Quarter	June 15 <sup>th</sup>
June 1-August 31	4 <sup>th</sup> Quarter	September 15 <sup>th</sup>
Closeout	Closeout	October 15

Each quarter, the Sub-Recipient should fill out the tab that is required for the quarter, prepare all information, provide required documentation, and submit to the MOHS Grant Address:

[mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov).

**Quarterly Forms are due no later than the 15<sup>th</sup> day of the following month.**

**Any Sub-Recipient delinquent in submitting quarterly reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests delayed. Once completed reports are received, reimbursement requests will be processed.**

Reimbursement Conditions: Reimbursement of costs under a MOHS grant is **contingent** upon the following conditions:

- The availability of appropriated funds.
- Actual costs having been incurred (that is, services provided, hours worked, etc.) in accordance with the approved grant agreement and associated budget.
- Compliance with applicable cost principles referenced in the Grant Agreement.

Documentation: The MOHS requires the Sub-Recipient to submit complete documentation for claims with each Quarterly Report submitted. Source documents include time sheets (if applicable), invoices, quotes, proof of payment, and other records of costs incurred. The Quarterly Report must be completed in its entirety.

Advances of Funds: Advances **are allowable** for HSGP Grants. A HSGP Request Form will be required for an advance, along with required documentation. Once reviewed an advance can be processed. Back-up documentation will be required to clear the advance. Only one advance will be allowed at a time.

Obtaining Claim Forms: All required reporting forms are included in the Orientation packet distributed and can be obtained on the MOHS Grants website.

Missing or insufficient Documentation: Reimbursement claims submitted to the MOHS with missing or insufficient documentation **will be returned to the Sub-Recipient.** The Program Manager will notify the agency of missing or inaccurate information to be revised and returned.

The Sub-Recipient and all authorized persons listed for the sub-grant will be notified, via email, that the required reports are missing and/or insufficient documentation to rework and resubmit to MOHS email. If any adjustments are made to the Quarterly Report, a copy of the adjusted will be sent to the Sub-Recipient reflecting the changes.

Undocumented items removed from a Quarterly Report will be eligible for payment throughout the grant period pending resubmission with proper documentation.



Authorized Signatures: The following individuals are authorized to sign the Quarterly Reimbursement Claim and Progress Report:

- Quarterly Reimbursement Claim and Progress Report:
  - Authorized Signatory Official; or
  - Designated Sub-Recipient Grant Administrator (SGA)

**Checklist for submitting the FY24 Quarterly Reimbursement Claim and Progress Reports:**

**\_\_\_ (1) Salaries and Fringes (If applicable)**

- Check Register or copies Payroll Checks
- Timesheets/Activity Sheets
- Hours Breakdown

**\_\_\_ (2) Contractual Services: (If applicable)**

- Any Documentation Needed to Justify Purchases
- Copies of all contracts **MUST** be submitted with 1<sup>st</sup> Reimbursement
- Contracts **MUST** be within the period of performance

**\_\_\_ (3) Training/Travel (If applicable)**

- A. Travel Voucher
- B. Any Documentation Needed to Justify Purchases

**\_\_\_ (4) Equipment**

- A. Inventory Form(s)
- B. Breakdown for Reimbursement
- C. Invoice(s) and Quote(s)
- D. Proof of Payment(s)
- E. Pictures of all Equipment (including all serial numbers)
- F. Any Documentation Needed to Justify Purchases

**\_\_\_ (5) Commodities/Supplies: (If applicable)**

- Any Documentation Needed to Justify Purchases

**\_\_\_ (6) Other Grant Expenses: (If applicable)**

- Any Documentation Needed to Justify Purchases

**\_\_\_ (7) Check all forms for Signature:**

- A. Quarterly Reimbursement Claim and Progress Report
- B. Travel Vouchers
- C. Time Sheets/Activity Sheets
- D. Breakdown for Reimbursement Form

**\*\*Always refer to the Grant Agreement for each claim submitted for reimbursement to verify that the claim for reimbursement is allowable.**

**Quarterly Reimbursement Claim and Progress Report**

Please refer to the chart above for the schedule of reports for submission and the due dates of the reports. Each report has been created for each Quarterly Reimbursement Claim and Progress Report.

\*Note: All areas that are shaded have formulas and should be changed or revised.

**Contract Information:**

<b>Quarterly Reimbursement Claim and Progress Report</b>				
<b>Type of Grant:</b>	<b>Homeland Security:</b>			
<b>Agency Quarter of Report</b> (Please Check Grant Quarter of Report)	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>
	<b>X</b>			
<b>Advance or Reimbursement</b> (Please Check Payment Type for Quarter)	<b>Advance</b>		<b>Reimbursement</b>	<b>X</b>
<b>Agency Name:</b>	<b>Anytown Police Department</b>			
<b>Grant Number #:</b>	<b>24LE257-5</b>			
<b>Report Prepared By:</b>	<b>Paul Smith</b>	<b>Telephone:</b>	<b>662-874-1446</b>	
<b>Date of Report:</b>	<b>12/15/2024</b>	<b>Is this the Final Claim? (Y/N)</b>	<b>No</b>	

**1<sup>st</sup> Report:**

**Agency Quarter:** Will already be marked.

**Advance or Reimbursement:** You will now be able to select which type of payment to be requested.

- **Advance:** Back-up information is required for an advance. Proof of Payment is not required at the time of the advance but will have to be provided to clear the payment later. Advances are only allowed for cost that can be proven. No Excess funds will be provided.
- **Reimbursement:** All back-up documentation is provided to include quotes, proof of payment, equipment sheets, etc.

**Agency Name:** Place the name of the agency in the field.

**Grant Number:** Place the assigned grant number from the grant award in the field.

**Reported by:** Place the name of the person that is filling out the report.

**Telephone:** Place a telephone number where the person filling out the report can best be reached.

**Date of Report:** Place the date of when the report is submitted.

**Final Claim:** Place an (Y) for Yes or a (N) for No, in the grant field, only if this is the final submission.

### Quarterly Claim:

<b>Quarterly Claim: Please fill out for requested amount of claim.</b>				
	A. Grant Award Amount	B. Funds Spent Through Last Claim	C. Grant Amount Requested	D. Total Grant Funds:
	(Amounts Same Each Claim)	(Previous Claim Totals, If Available)		
<b>Personal Services-Salary:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Personal Services-Fringe:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Contractual Services</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Training/Travel:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Equipment:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Commodities/Supplies:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Other Grant Expenses:</b>	A. Grant Award	B. Funds Spent	C. Grant Amount	\$0.00
<b>Total of Reimbursement:</b>	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Documentation Required:** Please provide back-up documentation for all request reimbursements to include, but not limited to: timesheets, invoices, purchase orders, cancelled check, proof of payment. If agency has purchased and received equipment during the reporting period, please provide the Equipment Inventory Sheet, along with photographs of equipment purchased.

- A. Grant Amount:** Amount Listed from the Grant Award Amounts for each category.
- B. Funds Spent Through Last Claim:** Funds spent in the previous quarter. \*1<sup>st</sup> Quarter should be listed as \$0.00.
- C. Grant Amount Requested:** Amount requested for current quarter.

Areas that are highlighted have formulas built into the worksheet, the grant will automatically populate the amounts for the Sub-Recipient.

### Example of Quarterly Claim 2<sup>nd</sup> Quarter Example

In the Example: Anytown PD has a grant for \$100,000.00. During Quarter 1: \$18,000.00 was requested. During Quarter 2: \$44,000.00 is requested for a piece of equipment. Total request for grant is \$62,000.00.

<b>Quarterly Claim: Please fill out for requested amount of claim.</b>				
	A. Grant Award Amount	B. Funds Spent Through Last Claim	C. Grant Amount Requested	D. Total Grant Funds:
	(Amounts Same Each Claim)	(Previous Claim Totals, If Available)		
<b>Personal Services-Salary:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Personal Services-Fringe:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Contractual Services</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Training/Travel:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equipment:</b>	\$85,000.00	\$18,000.00	\$44,000.00	\$62,000.00
<b>Commodities/Supplies:</b>	\$15,000.00	\$0.00	\$0.00	\$0.00
<b>Other Grant Expenses:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total of Reimbursement:</b>	\$100,000.00	\$18,000.00	\$44,000.00	\$62,000.00

**Financial Documentation Required:** Please provide back-up documentation for all request reimbursements to include, but not limited to: timesheets, invoices, purchase orders, cancelled check, proof of payment. If agency has purchased and received equipment during the reporting period, please provide the Equipment Inventory Sheet, along with photographs of equipment purchased.



## Quarterly Programmatic Report

Fill out the Quarterly Programmatic Report for the quarter that the Agency will be submitting. Each Quarter is personalized for each quarter and the tasks that are required. Equipment should be “in process” with quotes, starting procurement and selection within the 1<sup>st</sup> Quarter. EHP (if applicable) must be turned in within 1<sup>st</sup> Quarter.

<b>Quarterly Programmatic Report</b>			
<b>1st Quarter</b>			
<b>Please Mark If Milestones are Incomplete, In Process or Completed/Not Applicable</b>	<b>Incomplete</b>	<b>In Process</b>	<b>Complete/Not Applicable</b>
Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.			<b>Complete</b>
Completed Environmental Historic Preservation Form and submit to MOHS (If Applicable)			<b>Complete</b>
Complete NIMS Training (100, 200, 700 and 800). (If Applicable)			<b>Complete</b>
Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.		In Process	
Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.			<b>Complete</b>
Complete and Submit Memorandum of Understanding for MS analysis and Information Center (Fusion), if License Plate Readers are awarded (If Applicable)			<b>Complete</b>
Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency’s responsibility to notify the MOHS of any account changes.			<b>Complete</b>
Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are		In Process	<b>Complete</b>
Review proposals, quotes, bids and select vendors.		In Process	<b>Complete</b>
Purchase approved equipment during 1st quarter for the grant year. If unable, please provide justification below.		In Process	<b>Complete</b>
Assess and review program’s threats, hazards, core capabilities and needs.	Incomplete		
Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.	N/A		
<b>Other Grant Activities</b>			
Telephone Conference with MOHS on Technical			<b>Complete</b>

If the agency has completed “Other Grant Activities”, please provide a description of activities performed.

## Quarterly Programmatic Report

The following questions on the Quarterly Report should not be left blank and not filled in. There should be responses into each question.

**Do you anticipate any changes/modifications to the original objectives? If yes, will these changes/modifications prevent your jurisdiction from completing this project within the approved grant performance period?**

--

Please include information regarding any changes or modifications to the original objective of the grant. Please do not leave a blank.

**List any jurisdictional changes for authorized persons involved in completing this project. Can include: Program Manager, Finance Staff, etc.**

--

Please include any information regarding any changes to authorized persons on the grant. Please do not leave a blank.

**List any MOHS Grant Training or Exercises that Agency participated in during the Quarter:**

--

Please list any training or exercises that the Agency participated in during the quarter. Please do not leave a blank.

**Please list any challenges or delays encountered related to grant funded activities during reporting period.**

--

Please list any challenges or delays that the agency may have encountered related to grant activities during the grant period. Please do not leave a blank.

**Please describe any success stories related to grant funded activities during current or previous reporting period.**

--

Please include and successes that your agency has experienced during the current or previous reporting period. Please do not leave a blank.

## Quarterly Programmatic Report

The following questions on the Quarterly Report should not be left blank and not filled in. There should be responses into each question.

<b>Describe in detail the Progress of this Grant Quarter.</b>

Please include information regarding details on the progress of the grant during the grant quarter. Please do not leave a blank.

<b>Anticipated Closeout Date.</b>

Please include information on the anticipated date that the agency will close out grant.

<b>Describe Activities Left to Complete.</b>

Provide information on any activities that are left to be completed on the grant. Ex. Waiting for proof of payment.

**Sub-Recipient Certification:** I hereby certify that the costs incurred are taken from agency funds, costs are valid, consistent and allowable with the terms of the grant, and all backup documentation is maintained by the agency. I also certify none of the vendors used in purchasing these items were on the Federal Excluded Parties Listing prior to purchase and that all purchases were made in accordance with agency, state and federal procurement procedures. I also certify that this agency is in compliance with the OMB A-133 Single Audit. I understand that this information is being submitted to support a claim against a federally funded grant program. False statements on this form may be prosecutable under 18 USC 1001. The information on this form is true, correct, and complete to the best of my knowledge and ability.

<b>Authorized Signatory Official/ Authorized Sub- Recipient Grant Administrator (SGA):</b>	<b>Date:</b>		
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Please review all information provided for the report. Once all information is validated and back-up documentation attached, please have the Authorized Signatory Official (Mayor/Board President or Commissioner)

**Note:** Please make sure all supporting documents are provided along with the Quarterly Report. You must have documents to support the reimbursement claims.

## MOHS Equipment Inventory Form

Form is included, along with the FY24 Program Manager Workbook. Please fill out each section on the Equipment Inventory Form.

### MOHS Equipment Inventory Form

Sub-grantee (Jurisdiction/Agency Name): **1** \_\_\_\_\_  
 Grant Number: **2** \_\_\_\_\_  
 Contact Name for Equipment: **3** \_\_\_\_\_  
 Contact Phone Number for Equipment: **4** \_\_\_\_\_ After Hours Number: **5** \_\_\_\_\_  
 Email: **6** \_\_\_\_\_

Local Property Identification Number	Property Description				
<b>7</b>	<b>8</b>				
Acquisition Date	Serial/VIN #	Unit Cost	% Grant Funded	Vendor (Source)	New Equipment
<b>9</b>	<b>10</b>	<b>11</b>	100%	<b>13</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capital Asset	Description of Location of Equipment			County Located In	USAR Task Force
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>16</b>			<b>17</b>	<input type="checkbox"/> TF-1 <input type="checkbox"/> TF-2 <input type="checkbox"/> TF-3
Agency Type					
<input type="checkbox"/> State Agency <input type="checkbox"/> Local Jurisdiction <input type="checkbox"/> College <input type="checkbox"/> EMA <input type="checkbox"/> Fire <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Non-Profit <input type="checkbox"/> Search/Rescue					
Asset Category (Choose One)					
<input type="checkbox"/> Air Asset <input type="checkbox"/> Communications <input type="checkbox"/> Fire Suppression <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Search/Rescue <input type="checkbox"/> Vehicle Asset <input type="checkbox"/> Bomb Team <input type="checkbox"/> Cyber Security <input type="checkbox"/> Hazmat <input type="checkbox"/> Medical Asset <input type="checkbox"/> Technical Rescue <input type="checkbox"/> Other					
Asset Type (Choose One)					
<input type="checkbox"/> ALPR (Stand Alone) <input type="checkbox"/> Generator, Trailer Mounted <input type="checkbox"/> Tents / Cots <input type="checkbox"/> ALPR (Trailer) <input type="checkbox"/> GPS / Tracking Devices <input type="checkbox"/> Trailer, / RV, Communications <input type="checkbox"/> Audio/Visual Training <input type="checkbox"/> Interoperability Gateway (Coms.) <input type="checkbox"/> Trailer, Command <input type="checkbox"/> Boat - Flood Water <input type="checkbox"/> K-9 <input type="checkbox"/> Trailer, Cooking / Food Unit <input type="checkbox"/> Boat - Swift Water <input type="checkbox"/> Mobile Repeaters <input type="checkbox"/> Trailer, Enclosed <input type="checkbox"/> Camera, Other <input type="checkbox"/> Monitor, EMS <input type="checkbox"/> Trailer, Flat Bed <input type="checkbox"/> Camera, Thermal <input type="checkbox"/> Monitor, Hazmat <input type="checkbox"/> Trench Rescue Equipment <input type="checkbox"/> Camera, Video <input type="checkbox"/> PD Ballistic Equipment <input type="checkbox"/> Vehicle, ATV - 4 Wheeler <input type="checkbox"/> Cameras, Surveillance <input type="checkbox"/> PD Tactical Equipment <input type="checkbox"/> Vehicle, High Water <input type="checkbox"/> Computer, Desktop <input checked="" type="checkbox"/> Personal Protective Equipment <input type="checkbox"/> Vehicle, Prime Mover <input type="checkbox"/> Computer, Laptop <input type="checkbox"/> Radio, Mobile <input type="checkbox"/> Vehicle, UTV - Side by Side - 2 seater <input type="checkbox"/> Computer, Tablet <input type="checkbox"/> Radio, Portable <input type="checkbox"/> Vehicle, UTV - Side by Side - 4 seater <input type="checkbox"/> Confined Space Cache <input type="checkbox"/> Rope Rescue Cache <input type="checkbox"/> Other _____ <input type="checkbox"/> Cyber Security Equipment <input type="checkbox"/> Satellite Data <input type="checkbox"/> Satellite Phone <input type="checkbox"/> Dive Equipment <input type="checkbox"/> Security Equipment <input type="checkbox"/> Drone/UAV <input type="checkbox"/> Shoring Equipment (USAR) <input type="checkbox"/> Fuel - Portable Tank <input type="checkbox"/> Sonar <input type="checkbox"/> Generator, Portable					

1. Sub-Grantee Name: Please fill out the name of the Agency.
2. Grant Number: Please fill out the grant year equipment is being purchased for.
3. Contact Name for Equipment: Please include the person responsible for equipment. Ex. SGA, Equipment Manager, etc.
4. Contact Number for Equipment: Please include the number for the person responsible for equipment.
5. After-Hours Number: Please include if the agency has a number.
6. Email: Please include the email address for the person responsible for the equipment.
7. Local Property Identification Number: Please include the number that is assigned by your Agency for the piece of equipment.
8. Property Description: Please include a detailed description of the Equipment. Include the type, model, identifying features, etc.
9. Acquisition Date: Please include the date of purchase for the equipment.
10. Serial/Vin Number: Please include the identification number for the equipment.



11. Unit Cost: Please include the price per piece of equipment.
12. % of Grant Funds: **Already filled out. 100% grant funded.**
13. Vendor (Source): Please include the vendor of the equipment. Ex: Raider Manufacturing
14. New Equipment: **Already filled out.**
15. Capital Asset: Please mark if the equipment is a Capital Asset.
16. Description of Location of Equipment: Please include where the equipment will be located. Ex. Deputy #43's Prime Mover or Storage Room at Fremont Fire Station
17. County Located in: Where is the Agency located?
18. USAR Task Force: Please include whether the equipment is part of the USAR Task Force.
19. Agency Type: Please mark the agency type that your agency is designated under.
20. Asset Category: Please mark the category that best fits the category of equipment.
21. Asset Type: Please mark the type of equipment that best fits the equipment.

**Note:** When providing the Equipment Inventory Log, please also include photographs of the equipment to include serial number, distinguishing marks, and identification numbers.

**Mississippi Office of Homeland Security  
Closeout Form**

**Sub-Recipient Grant Closeout Form**

<b>Type of Grant:</b>	<b>Homeland Security:</b>
<b>Agency Name:</b>	
<b>Grant Number #:</b>	

In compliance with the requirements of the Mississippi Office of Homeland Security (MOHS) Sub-Recipient Closeout Procedures and the Terms and Conditions of the Grant Agreement, the following Closeout Authorization will serve as the Sub-Recipient Grant Closeout. Please attach a copy of the last/final Request for Grant Reimbursement form. All grant reimbursements have been submitted to the MOHS for payment and no further costs will be requested after the date of this closeout.

**Grant Closeout Authorization:**

<b>Grant Award Budget Type:</b>	<b>Federal Amount</b>
<b>Grant Award Total:</b>	
<b>Grant Reimbursements Total:</b>	
<b>Unexpended Grant Balance:</b>	

1. **Type of Grant:** Place an (X) in the grant field that your grant is awarded.
2. **Agency Name:** Place the name of the agency in the field.
3. **Grant Number:** Place the assigned grant number from the grant award in the field.
  - A. **Grant Award Total:** Please include the total amount that the Agency was federal awarded.
  - B. **Grant Reimbursements Total:** Please include the total amount that the Agency has requested for grant reimbursement.

**Mississippi Office of Homeland Security  
Closeout Form**

**Explanation/Comments/Additional Information:**

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**Compliance for Closeout**

The Sub-Recipient of the above referenced Grant Agreement certifies that all term, conditions, grant activities, scope of work, reimbursement and any additional grant requirements have been met and achieved. I understand that all information submitted for the grant referenced above has been in support of a federally funded grant program. False statements and/or documentation may be prosecutable under 18 USC 1001. The information provided on this form and for the grant is true, correct, complete and in compliance with all local, state and federal regulations, to be best of my knowledge and ability.

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**Sub-Recipient Grant Administrator: Signature and Date**

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**Authorized Signatory Official: Signature and Date**

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Please include any additional information needed for the program. Once the form is reviewed and all information is confirmed, please date, and sign the areas designated for the SGA and the Authorized Signatory Official.

Once signed, please return to the MOHS at: [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov)

# Other MOHS Forms

(If Applicable and/or needed)

Please request from the MOHS Grants  
Department or Documents can be found on  
MOHS Website.

# MOHS Travel Voucher Form

## Travel Voucher TRAVEL VOUCHER

Form 13.20.10  
Revised 07/2017

		<b>Check One:</b>
State of Mississippi: <b>1</b>	(Agency or Institution)	Employee <input type="checkbox"/>
Employee SSN:	PIN/WIN:	Contract Worker <input type="checkbox"/>
Name: <b>2</b>	PID#:	Board Member <input type="checkbox"/>
Address: <b>3</b>		<b>Trip Optimizer Attached</b>
		Yes <input type="checkbox"/>
		No <input type="checkbox"/>
I request reimbursement for subsistence and other authorized expenses paid by me incident to official travel for the State from		<b>Reason Why Trip Optimizer is <i>not</i> Attached</b>
<b>4</b>	to <b>4</b>	
. The itemized statement follows.		

<b>5</b>	<b>Check Box(es):</b>	In-State	Out-of-State	Out-of-Country	PTE Request		<b>7</b>
						Per Diem in Lieu of Subsistence	
						Taxable Meals	
						Non-Taxable Meals	
						Lodging	
						Registration	#REF!
						Travel in Private Vehicle	
						Travel in Rented Vehicle	#REF!
						Travel in Public Carrier	Do Not Fill Out
						Other:	
						Sub Total	#REF!
						Less: Travel Advance	#REF!
						Less: PTE Lodging	#VALUE!
						Less: PTE Public Carrier	#VALUE!
						Less: PTE Registration	#VALUE!
						Net Payment (Overpayment)	#REF!

Subject to any difference determined by verification, I certify that the above claimed by me for travel expenses for the period indicated is true and accurate in all respects, and that payment for my part has not been received. In the event of overpayment, I agree that any future salary/travel disbursements may be debited to correct the overpayment.

Traveler: <b>8</b>	Title: <b>8</b>	Date: <b>8</b>
Approved by: <b>9</b>	Title: <b>9</b>	Date: <b>9</b>
Verified by: <b>10</b>	Title: <b>10</b>	Date: <b>10</b>

PENALTY FOR FRAUDULENT CLAIM - fine of not more than \$250; civilly liable for full amount received illegally; removal from office or partition held (Section 25-1-91 and 25-1-91, Miss. Code Ann., 1972)

## Travel Voucher Step by Step (This form consists of two pages)

### Page 1

1. Enter agency name.
2. Enter employee name.
3. Enter the agency address.
4. Enter date travel begin and date travel ended.
5. Indicate whether travel is in-state or out-of-state in the appropriate box.
6. Project Name (Grant Number)
7. Items listed in the column on the right side of the page will populate from the itemized statement of travel expense form on page 2.
8. The form should be signed by the person traveling. Enter title of traveler and date.
9. The form should be signed by the supervisor. Enter title of supervisor and date.
10. The form should be signed by a signatory official. Enter title and date.



# Homeland Security Grant Program Request Form

Please fill out each section on the Request Form. Requests must include required back up documentation to support the need and the expenditure for the request. Only one (1) advance will be allowed at a time, before any additional advances can be processed, all previous advances will need to be cleared.



## Homeland Security Grant Program Request Form

<b>Type of Request:</b> Please check the box for the type of request:	
<b>1.</b>	<b>Request for Advance:</b> An advance is for jurisdictions may not be able to provide monies up front for purchases and wait to be reimbursed later within the period of performance.
<b>2.</b>	<b>Request for Extension-</b> An extension will extend the period of performance to complete all program tasks and activities.
<b>3.</b>	<b>Request for Minor Change-</b> A minor change is budget change within a single line item within the program budget.
<b>4.</b>	<b>Request for Modification-</b> A modification is a budget change within more than one line item within the program budget. Authorized Signatory Official signatures are required. For a Request for Modification, please fill out the request form and proceed to the Budget Modification Signature Sheet and Budget Summary Sections. All sections must be provided.

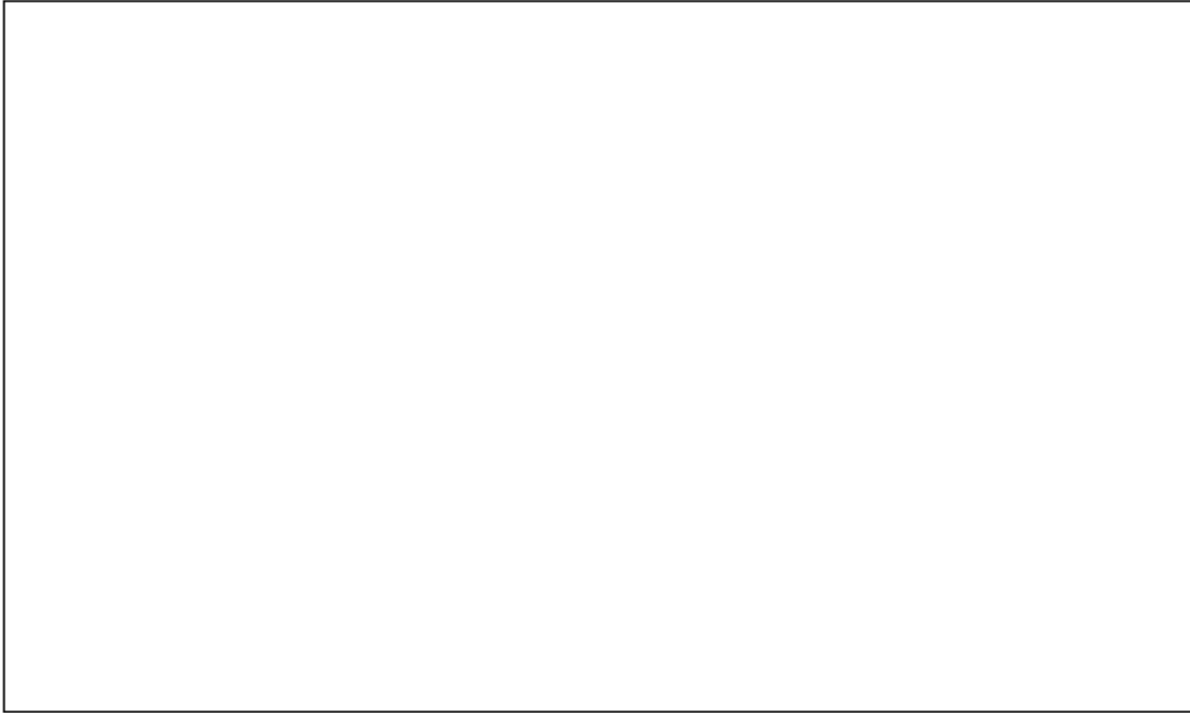
Agency will check the Type of Request that will fit the agencies request.

**Program Information:** Please provide the following information regarding the request:

<b>Date:</b>	<b>1.</b>
<b>Grant Number:</b>	<b>2.</b>
<b>Agency:</b>	<b>3.</b>
<b>Sub-Recipient Grant Administrator Name:</b>	<b>4.</b>
<b>Sub-Recipient Grant Administrator Email:</b>	<b>5.</b>
<b>Amount of Grant:</b>	<b>6.</b>
<b>Amount of Requested Advance/Minor Change:</b>	<b>7.</b>
<b>Date of Extension for Grant to be Extended:</b>	<b>8.</b>

1. Date: Date of the Request
2. Grant Number: Grant Number
3. Agency: Include the Agency Name
4. Sub-Recipient Grant Administrator Name: Please include the name of the person that is assigned as the SGA.
5. Sub-Recipient Grant Administrator Email: Please include the email address of the person that is assigned as the SGA.
6. Amount of the Grant: Please include the amount that the grant was awarded.
7. Amount of Requested Advance/Minor Change: Please include the amount of the advance amount requested.
8. Date of the Extension for Grant to be Extended: Please include the date requested for the extended date.

Please provide a detailed justification for the requested advance/extension or minor change:



Attach a copy of supporting documentation for the requested advance/extension or minor change. (Quotes, Bids, Purchase Order, Invoice) Please return form to MOHS Grants at: [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov)

Include a detailed justification statement of the request (Advance, Extension or Minor Change). Also attach supporting documentation for the request that will support the request, such as quotes, bid, and/or invoices.



## MOHS Budget Modification: (If Applicable)

MOHS staff will help with the drafting and creation of MOHS Budget Modification. Many items will not need a complete budget change. Budget modifications are for the modification of grant item categories. Example: Removing funds from Salary to now be included in Equipment. If Sub-Recipient is not changing budget amounts, then the Agency may need a Request for Change.

**MS OFFICE OF HOMELAND SECURITY  
BUDGET MODIFICATION SIGNATURE SHEET**

<b>1. Sub-Recipient's Name:</b>  Mailing Address  Telephone Number:  Email:		<b>2. Effective Date:</b>  <b>3. Sub-Recipient Number:</b>  <b>4. Modification Number:</b>  <b>5. Grant Identifier: (Funding Source and Year)</b>  <b>6. Period of Performance: Start and End Dates:</b>		
<b>7. The above sub-grant is hereby modified as follows:</b>				
		<b>Change</b>		
Budget Category	Current Budget	Federal	State/Local	New Budget
Personal Services-Salary	A	B	\$0.00	C
Personal Services-Fringe	A	B	\$0.00	C
Contractual Services	A	B	\$0.00	C
Travel	A	B	\$0.00	C
Equipment	A	B	\$0.00	C
Commodities/Supplies	A	B	\$0.00	C
Other	A	B	\$0.00	C
<b>TOTAL</b>	<b>A</b>	<b>B</b>	<b>\$0.00</b>	<b>C</b>
<b>8. Except as hereby modified, all terms and conditions of the sub-grant remain unchanged.</b>				
<b>AGENCY APPROVAL</b>		<b>SUB-GRANTEE ACCEPTANCE</b>		
<b>9. Approval from Grantee:</b>		<b>10. Typed Name &amp; Title of Authorized Sub-Recipient Official:</b> (Mayor/Board President)		
<b>11. Signature of Grantee and Date:</b>		<b>12. Signature of Authorized Sub-Recipient Official &amp; Date:</b>		

1. Enter Sub-Recipients Name, Mailing Address, Telephone Number and Email
2. Effective Date: Enter the Effective Date Requested.
3. Sub-Recipient Number: Enter the Sub-Recipient Grant Number
4. Modification Number: Please enter the number of Modifications that have been issued Ex. Modification #3
5. Grant Identifier: Please include the Funding Source and the Grant Year. Ex. HSGP2020
6. Period of Performance: Please include the current Period of Performance that has been approved for the grant.
7. Details of Budget:
  - a. Current Budget: Please include the amount that is currently awarded for the grant.
  - b. Change/Federal: Please include the amount of the change. Example +\$400.00.
  - c. New Budget: Please include the amount of the modification.
8. Statement of the Modification-Will Not Change
9. Approval from Grantee-Name of the MOHS Executive Director
10. Name of the Authorized Sub-Recipient Official-Name of the Authorized Signatory Official (Not the SGA or other Agency Personnel.
11. Signature of the Grantee and Date: Signature of the MOHS Executive Director
12. Signature of Authorized Sub-Recipient Official-Signature of the Signatory Official (Not the SGA or other Agency Personnel.

**MS OFFICE OF HOMELAND SECURITY  
BUDGET MODIFICATION COST SUMMARY SUPPORT SHEET**

<b>1. Sub-Recipient Agency:</b>				
<b>2. Sub-Recipient Grant Number:</b>		<b>3. Modification Effective Date:</b>		
<b>4. Grant Budget Category</b>	<b>5. Grant Budget Detail</b>	<b>6. Revised Budget</b>		
		<b>Federal</b>	<b>All Other</b>	<b>Total</b>
Salary & Wages: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Fringe: (If Applicable) Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Contractual Services: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Travel: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Equipment: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Commodities/Supplies: Original Grant Amount \$ Revised Grant Amount \$		\$	\$0.00	\$
Other Costs: Original Grant Amount Revised Grant Amount		\$	\$0.00	\$

<b>TOTALS</b>	\$	\$0.00	\$
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1. Sub-Recipient Agency: Enter the name of the Agency.
2. Sub-Recipient Grant Number: Enter the Grant Number for the Agency
3. Modification Effective Date: Enter the date of the Modification.
4. Grant Category: Please add in the information of the grant that is changing.
  - i. Original Amount: Example: \$700.00
  - ii. Revised Amount: Example: \$750.00
5. Grant Budget Detail. Enter any details for the change. Example. (5) Kenwood Mobile Radios @ \$125.00 each.
6. Revised Budget: Enter the amount of the revised budget.
  - i. Add in the Federal Amount
  - ii. All Other: Should remain \$0.00.
7. Total: Total of the amount for each category.
8. Total: Please add in the totals at the bottom of the form.

Once form has been submitted to the MOHS email address at: [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov), the form will be reviewed and approved. Once the form has been executed, a copy will be emailed back to the Sub-Recipient for their files.

# MOHS Request for Pre-Approval of \$75,000.00 and Over Procurement: (If Applicable)

Please fill out each section on the Request for Pre-Approval of \$75,000.00 and Over Procurement. This form should be used when an Agency wants to extend funds for items over \$75,000.00. Agency should follow local, state, and federal procurement for any items purchased with funds.



## Mississippi Department of Public Safety Office of Homeland Security



### REQUEST FOR PRE-APPROVAL OF \$75,000 and OVER PROCUREMENT

1. Total Estimated Cost		2. Requesting Jurisdiction		3. Grant Number	
4. Project Description			5. Date Required		6. Requesting Jurisdiction Address
			7. Sub-Recipient Grant Administrator's Name		Phone
8. Mandatory Pre-Approval Items					
<p>A. <input type="checkbox"/> Copy of Proposed Invitation to Bid or Request for Proposal document</p> <p>B. <input type="checkbox"/> Copy of Proposed Advertisement or Public Notice</p> <p>C. <input type="checkbox"/> Copy of Award Selection Criteria</p> <p>D. <input type="checkbox"/> If Noncompetitive, attach Request for Noncompetitive Procurement</p> <p>E. <input type="checkbox"/> List of Bids Received</p>					
9. Other: Provide any additional information which needs to be considered when evaluating approval of this procurement.					
10. Jurisdiction Signatory Authority or Authorized Representative Name and Title (typed or printed)			I certify to the best of my knowledge and belief, that all the information on this request, including any attachment, is true and accurate		
			_____ Signature		_____ Date
			<b>Mississippi Office of Homeland Security</b>		
11. <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Returned for Further Justification (See back)		Date	
12. SAA Point of Contact or Authorized Representative					Date

Request for Equipment over \$75,000.00

## MOHS Sole Source: (If Applicable)

### MISSISSIPPI OFFICE OF HOMELAND SECURITY SOLE SOURCE PROCUREMENT FORM

Sole source procurement is procurement through solicitation of a proposal from only one source. Sole source procurements must adhere to the standards set forth in 2 C.F.R. § 200.320(c) in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The use of sole source procurement is discouraged and should only be used if comparable items are unavailable. Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the Mississippi Procurement Manual (3.109-3.109.04-Effective 1/2018) and the federal requirements.

*Conditions for Use of Sole-Source / Research Procurement(s) Sole-source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify sole-source procurement if there is more than one potential bidder or offer for that item.*

If a sub-grantee is considering a sole source procurement for an item, it is the responsibility of the sub-grantee to follow all procurement rules.

1. All sole source procurement requires the prior written approval of the Mississippi Office of Homeland Security-State Administrative Agency (SAA).
2. Submit the Sole Source Procurement form with the sub-grantee Signatory Official signature prior to purchase and follow the requirements according to dollar amounts as outlined in the Mississippi Homeland Security Grant Program Procurement Procedures.
3. Send the form to the following address to the Mississippi Office of Homeland Security at [mohsgrants@dps.ms.gov](mailto:mohsgrants@dps.ms.gov).
4. Upon review and receipt of the Sole Source Procurement form, a response will be provided to your agency via email.

**SOLE SOURCE PROCUREMENT FORM**

Grant Number: \_\_\_\_\_

Sub-Grantee Name: \_\_\_\_\_

This form must also contain sufficient documentation to justify the request and should address the following information:

- Brief description of the program and need for the item.
  
- Complete description of requested item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought.
  
- Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel.
  
- Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired).
  
- Uniqueness of the item:
  
- Other points that should be expressed to substantiate the request.
  
- A declaration that this action is in the “best interest” of the agency.

\_\_\_\_\_  
Sub-Grantee Financial/Procurement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-Grantee (SGA) Project Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mississippi Office of Homeland Security  
Executive Director

\_\_\_\_\_  
Date

## **National Incident Management System (FEMA)**

Per FEMA, The [National Incident Management System \(NIMS\)](#) guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.

NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the [National Preparedness System](#). NIMS defines operational systems that guide how personnel work together during incidents.

Certificates will be required as part of the HSGP Grant and will be requested for review during MOHS Monitoring.

- [ICS-100: Introduction to the Incident Command System](#)

ICS 100, Introduction to the Incident Command System, introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).

- [ICS-200: ICS for Single Resources and Initial Action Incidents](#)

IS200, Basic Incident Command System for Initial Response, reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training. This course provides training on, and resources for, personnel who are likely to assume a supervisory position within ICS.

- [IS-700: National Incident Management System, An Introduction](#)

This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.

- [IS-800: National Response Framework, An Introduction](#)

The goal of the IS-0800.d, National Response Framework, An Introduction, is to provide guidance for the whole community. Within this broad audience, the National Response Framework focuses especially on those who are involved in delivering and applying the response core capabilities.