Oklahoma Broadband Office

Clawback Policy

BEAD Program

Adopted by: Oklahoma Broadband Office

Effective Date: 10/22/2026

Next Review: 10/22/2027

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1. Purpose

This policy states the circumstances in which the Oklahoma Broadband Office ("OBO") will initiate clawback — the recovery of federal BEAD funds already disbursed — from a Subrecipient. Its purpose is to make clear that OBO will not pursue clawback except where it is required to do so or where the conduct or noncompliance warrants it under the Grant Agreement and federal law.

2. Authority

OBO administers BEAD funds as a pass-through entity under 2 C.F.R. § 200.331 (2 C.F.R. § 200.331). The BEAD Grant Agreement incorporates clawback and recoupment rights and the remedies-for-non-compliance framework of 2 C.F.R. § 200.339 (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 22; 2 C.F.R. § 200.339), and NTIA requires that subgrant agreements include clawback provisions and robust monitoring practices (Broadband Equity, Access, and Deployment (BEAD) Program: BEAD Restructuring Policy Notice at 21). OBO's clawback authority is a flow-down of NTIA's right to recover funds from OBO itself for failure to ensure Subrecipient accountability (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 8).

3. Policy

OBO will not initiate clawback of federal BEAD funds from a Subrecipient unless one or more of the following applies:

1. **Clawback is required or directed by NTIA or the FCC.** This includes any recovery NTIA pursues or directs as a flow-down of its clawback rights against OBO (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 8), and any corrective action, including recoupment, required under the Grant Agreement or applicable NTIA guidance (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 13).
2. **There is a demonstration of fraud or misuse of funds.** This includes fraud, bribery, or gratuity violations affecting the federal award — which the Subrecipient is independently obligated to disclose and the failure to disclose which itself

triggers the remedies in 2 C.F.R. § 200.339 (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 10) — and the use of funds for costs or activities that are not eligible or not in compliance with the Grant Agreement, the BEAD Program requirements, or 2 C.F.R. Part 200 (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 22).

3. **Clawback or recovery is otherwise authorized under 2 C.F.R. Part 200.** This includes the remedies for noncompliance in 2 C.F.R. § 200.339 (2 C.F.R. § 200.339) — among them disallowing costs for all or part of the noncompliant activity and recovering funds, and pursuing other legally available remedies (2 C.F.R. § 200.339) — and recovery arising from noncompliance such as failure to deploy network infrastructure by mandated deadlines, failure to provide timely reporting, or failure to provide requested monitoring information (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 22). Costs incurred during a suspension or after termination are generally not allowable and are subject to recovery, except for obligations properly incurred before the effective date and not in anticipation of the action (2 C.F.R. § 200.343).

4. Procedure

Before initiating clawback under Section 3(2) or 3(3), OBO will proceed in a manner consistent with its BEAD Subrecipient Default Policy and with the Subrecipient's right to notice and an opportunity to respond. Clawback follows the Subrecipient's opportunity to implement corrective measures (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 8), OBO will provide written notice of the required remedy and the reasons for it (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 22), and the Subrecipient will be afforded the opportunity to object and provide information challenging the action as required by 2 C.F.R. § 200.342 (2 C.F.R. § 200.342). Where clawback is required or directed by NTIA or the FCC under Section 3(1), OBO will act as directed and within any timeframe set by the directing agency.

Recoverable amounts may include OBO's reasonable related costs in excess of the award amount — including investigation, audit, and collection costs and attorneys' fees — as provided in the Grant Agreement, subject to available appropriations and supporting documentation. The costs to be recovered could be in excess of the award amount if they are reasonable and related to the misuse, fraudulent use or otherwise unallowable use of grants funds. Costs in excess of the grant award amount will be reasonable in nature and limited to investigation, audit and collection of attorney's fees and costs. (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 21). OBO will coordinate with its NTIA Federal Program Officer on any clawback and may draw on the Subrecipient's letter of credit or performance bond and apply the Grant Agreement's reimbursement-basis and recoupment mechanisms (BEAD GRANT AGREEMENT (Broadband Equity, Access, and Deployment Program Funding) at 22).

5. Effective Date and Review

This policy is effective on the date adopted by the Oklahoma Broadband Office and applies to funds disbursed through the BEAD program. OBO will review this policy periodically and update it as federal guidance, the Grant Agreement, or applicable law changes.

This policy states OBO's internal procedures and does not confer rights beyond those provided by the Grant Agreement, federal law, and applicable NTIA and FCC requirements.