

# State of Texas Administrative Plan for Public Assistance

Texas Department of Public Safety  
Texas Division of Emergency Management

2018

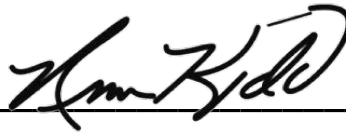
## Approving Authority

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**Title:** State of Texas Administrative Plan for Public Assistance and Fire Management Assistance Grant Program Annex

**Effective Date:** January 1, 2018

TDEM Division Director



Signature

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No.	Page(s)	Initial/Date

The State Administrative Plan is prepared by the Texas Division of Emergency Management provides citations of the laws, regulations and policies that state procedures must comply with in order to meet Federal program and grant administrative requirements.

## Table of Contents

<b>Purpose, Audience and Authority .....</b>	<b>5</b>
Purpose .....	5
Audience .....	5
State Authorities .....	5
Federal Authorities .....	5
<b>Acronyms and Definitions .....</b>	<b>7</b>
<b>Organization and Assignment of Responsibilities.....</b>	<b>13</b>
Organization .....	13
Assignment of Responsibilities .....	14
<b>Administration .....</b>	<b>15</b>
Recovery and Operations Personnel per 44 CFR 206.207 (b)(ii) .....	15
<b>Direction and Control .....</b>	<b>18</b>
Pre-Declaration Activities .....	18
Post Declaration Activities .....	18
Project Formulation .....	20
Public Assistance Administration and Funding Requirements.....	22
Records and Reports.....	38
State Management Costs (2 CFR § 200.330, 200.331, 200.412, 200.413 and 200.414) .....	41
<b>Development and Maintenance .....</b>	<b>43</b>
<b>Special Circumstances .....</b>	<b>44</b>
<b>Temporary Provisions .....</b>	<b>45</b>
Sandy Recovery Improvement Act (SRIA) of 2013.....	45
<b>Fiscal Year 2018 Closeout Goals.....</b>	<b>46</b>
<b>Appendices and Exhibits .....</b>	<b>Error! Bookmark not defined.</b>
<b>Appendix A: Applicant Briefing Handout .....</b>	<b>48</b>
<b>Appendix B: Subrecipient Agent Checklist.....</b>	<b>55</b>
<b>Appendix C: Designation of Subrecipient's Agent.....</b>	<b>57</b>
<b>Appendix D: Grant Terms and Conditions.....</b>	<b>60</b>
<b>Appendix E: Payment of Funds Request .....</b>	<b>78</b>
<b>Appendix F: Quarterly Progress Review .....</b>	<b>80</b>
<b>Appendix G: Time Extension Request.....</b>	<b>82</b>
<b>Appendix H: Insurance Purchase Commitment .....</b>	<b>83</b>
<b>Appendix I: Subrecipient Project Closeout .....</b>	<b>85</b>
<b>Appendix J: Subrecipient Assessment for Monitoring Plan .....</b>	<b>87</b>

<b>Appendix K: Monitor’s Workbook/Checkbook Example .....</b>	<b>90</b>
<b>Appendix L: Organization Chart and Recovery Staffing Plan .....</b>	<b>97</b>



# Purpose, Audience and Authority

This section defines the purpose, intended audience and authorities of the State Administrative Plan.

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## Purpose

The purpose of this plan is to identify the roles and responsibilities of the state of Texas in administering the Public Assistance (PA) and Fire Management Assistance Grant (FMAG) programs, outline staffing requirements and the policies and procedures to be used.

The state of Texas assures FEMA that it shall comply with all applicable federal statutes and regulations in effect with respect to the periods for which it receives grant funding, including those listed under state and federal authorities below. The state of Texas acknowledges that funding under the FEMA PA program and FMAG programs are conditional upon the state's compliance with all terms and conditions of the FEMA-State Agreement and all applicable federal laws, rules and regulations.

This plan is effective for all disasters and supersedes all other administrative plans from previous disasters on the acceptance date by FEMA. In accordance with 44 CFR § 206.207 this plan will be updated or amended as needed following each major disaster declaration. Any revised plan will be submitted to FEMA for approval of the regional administrator prior to the award of PA program funding.

## Audience

- Federal Emergency Management Agency (FEMA)
- Texas Division of Emergency Management (TDEM)

## State Authorities

- Texas Disaster Act of 1975, as amended
- Executive Orders of the Governor
- State of Texas Emergency Management Plan and Standard Operating Procedures (SOP) for Fire Suppression Operations, Addendum L, to the State Operations Center (SOC) SOP
- Uniform Grant and Contract Management Act (Texas Government Code, Chapter 783)
- State of Texas Hazard Mitigation Plan

## Federal Authorities

- Public Law 93-288, as amended (Stafford Act)
- Disaster Mitigation Act of 2000
- FEMA Regulations, 44 CFR Parts 204, Fire Management Assistance Grant Program, - 206 Federal Disaster Assistance & 207 Management Costs
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities

- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Sandy Recovery Improvement Act publications
- National Historic Preservation Act, 16 U.S.C. § 470,
- Endangered Species Act References, 16 U.S.C. § 1531,
- FEMA program publications, guidance and policies
- FEMA-State Agreements

# Acronyms and Definitions

**This section provides definitions of terms and acronyms used in this document.**

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**Advance Payment:** A payment that a federal awarding agency or Pass Thru Entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the subrecipient disburses the funds for program purposes.

**Applicant:** A state, local, Indian tribal government, other legal entity, or certain private non-profit organizations that receive a subgrant award and which is accountable to the grantee for the use of the funds provided. The applicant, once awarded is also referred to as the subgrantee or subrecipient

**Alternate Project:** A subrecipient may determine that the public welfare would not be best served by restoring a damaged facility or its function to the pre-disaster design. In this event, the subrecipient may use the PA funding for permanent restoration on that facility for other purposes. FEMA approval must be obtained prior to start of construction.

**Audit Finding:** Deficiencies noted by an auditor as required by 2 CFR § 200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs.

**Auditee:** Any non-federal entity that expends federal awards funds requiring an audit in accordance with 2 CFR 200, Subpart F—Audit Requirements.

**Auditor:** A public accountant or a federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in Generally Accepted Government Auditing Standards (GAGAS). The term auditor does not include internal auditors of nonprofit organizations.

**CFDA:** Catalog of Federal Domestic Assistance - the number assigned to a federal program.

**CFDA Program Title:** Title of the program under which the federal award was funded.

**Closeout:** The process in which the federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in 2 CFR § 200.343 Closeout.

**Corrective Action:** Action taken by the auditee that:

- Corrects identified deficiencies;
- Produces recommended improvements; or
- Demonstrates that audit findings are either invalid or do not warrant auditee action.

**Cost Sharing or Matching:** The portion of project costs not paid by federal funds (unless otherwise authorized by federal statute). See also 2 CFR §200.306 Cost sharing or matching.

**Critical Services:** Private non-profit critical services include power, water (including water provided by an irrigation organization or facility), sewer, wastewater treatment, educational, communications, emergency medical care and fire/rescue service.

**Disallowed Costs:** Charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award.

**Disaster District Committee (DDC):** A geographically-based emergency operation committee chaired by local DPS commanding officers. The committee consists of representatives from geographically-based state agencies, boards, commissions and organized volunteer groups. The purpose is to coordinate response activities and assets, and to support statewide disaster events.

**Disaster Specific Administrative Plan (DSAP):** The DSAP describes additional specific details for managing a specific disaster by the Texas Division of Emergency Management, Texas Department of Public Safety, in accordance with 44 CFR 206.207(b)(3).

**Emergency Management Mission Integrated Environment (EMMIE):** Next-generation computer information system utilized by FEMA in management of PA grants. This system is web-based and will allow Subrecipients to access their grant information via the World Wide Web.

**Emergency Work:** Work which must be done before, during, and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. Under the PA Program, Category A (Debris Removal), and Category B (Emergency Protective Measures) are referred to as Emergency Work.

**Expedited Funding:** Expedited payments can be made to subrecipients who participated in the Preliminary Damage Assessment (PDA) and who have applied for PA. FEMA will obligate 50 percent of the federal share of the estimated cost of work under Category A and Category B as estimated during the PDA.

**Federal Award Identification Number (FAIN):** A unique Federal Award Identification Number.

**Federal Coordinating Officer (FCO):** The person appointed by the president of the United States to coordinate federal assistance in an emergency or disaster declaration.

**Federal Emergency Management Agency (FEMA):** The federal agency responsible for coordinating federal disaster recovery efforts. The term used in this plan when referring to the Regional Administrator, or the Disaster Recovery Director, of FEMA Region VI.

**Federal Funding Accountability and Transparency Act (FFATA):** Federal Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report sub-award and executive compensation data regarding their first-tier sub-awards to meet the FFATA reporting requirements.

**FEMA-State Agreement:** A formal legal document between FEMA and the affected state stating the understandings, commitments, terms and conditions for assistance resulting from a federal disaster or emergency declared by the president. The FEMA Regional Administrator and the governor each sign the document.

**Federal Information Processing Standard (FIPS):** A unique identification number assigned to every subrecipient of federal funds. It is used, both by FEMA and TDEM in identifying specific applicants.

**Fixed Amount Awards:** A grant agreement under which the federal awarding agency or pass-through entity provides a specific level of support without regards to actual costs incurred under the federal award. This type of federal award reduces some of the administrative burden and record-keeping requirements for both the non-federal entity and federal awarding agency or pass-through entity. Accountability is based primarily on performance and results as described in 2 CFR § 200.45. See 2 CFR § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b) and 2 CFR § 200.332 fixed amount subawards.

**Governor's Authorized Representative (GAR):** Empowered to execute on behalf of the state all necessary documents for disaster assistance, including approval of subgrants and certification of claims for PA. Alternative GARs (Alt-GAR) may be designated as well and are similarly empowered.

**GAAP:** Generally Accepted Accounting Principles as specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

**GAGAS:** Generally Accepted Government Auditing Standards, also referred to as the Yellow Book. Auditing standards issued by the Comptroller General of the United States, which are applicable to financial and performance audits.

**Grant Management System (GMS):** The grant management system that is used by the Texas Division of Emergency Management to manage disaster grants, their associated subgrants and subawards. It is a cloud based system that will allow TDEM to monitor grants, subrecipients, projects, and all activities related to the subrecipient and their projects. Ultimately, the subrecipients will utilize the system to apply for their grants, request payments, request project scope changes, and to have full visibility of their subgrants. FEMA will be able to access GMS as well in order to view project details, transfer files, and to conduct monitoring via desk audits.

**Grants Manager/Portal:** FEMA now uses the Grants Manager and Grants Portal tool, which is a web based, project tracking system used by FEMA, the state, and applicants. The tool captures Public Assistance program projects in formulation for a seamless transition to project obligation.

**Grant Agreement:** A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-federal entity that is consistent with 31 U.S.C. 6302, 6304; is used to enter into a relationship the principal purpose of which is to transfer anything of value from the federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the federal awarding agency or pass-through entity's direct benefit or use; is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the federal awarding agency or pass-through entity and the non-federal entity in carrying out the activity contemplated by the federal award. Does not include an agreement that provides only:

- Direct United States Government cash assistance to an individual;
- A subsidy;
- A loan;

- A loan guarantee; or
- Insurance

**Grantee:** The government entity to which a grant is awarded and which is accountable for use of the funds provided. In the state of Texas, the Texas Department of Public Safety (DPS), Texas Division of Emergency Management (TDEM) serves as the grantee. The grantee is also referred to as the recipient, and the Pass Thru Entity, and is considered a non-federal entity.

**Hazard Mitigation (Section 406 Mitigation):** Mitigation measures that must be directly part of the reconstructed work on a facility, or will protect or benefit the repaired portion of the facility. They are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities or even non-structural measures such as development of floodplain management regulations.

**Immediate Needs Funding (INF):** Funds that can be made available for work that must be performed and paid for in the first 60 days after a disaster declaration. INF is capped at 50 percent of the PDA for Categories A and B. The state will work with expedited payments rather than INF whenever possible.

**Improper payment:** Any payment made that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was properly made. (Improper Payment Elimination and Improvement Recovery Act - IPERIA)

**Improved Projects:** Subrecipients performing restoration work on a damaged facility may use the opportunity to make additional improvements while still restoring the facility to its pre-disaster design and function. Federal funding will be limited to the approved estimate of eligible cost. (44 CFR 206.203(d)(1)). FEMA approval must be obtained prior to the start of construction.

**Joint Field Office (JFO):** A temporary facility established following a presidentially declared disaster to serve as the field headquarters for FEMA and TDEM recovery personnel and as the focal point for disaster operation, direction, coordination and information.

**Large Projects:** Approved projects estimated to cost equal to or more than the large project threshold amount as set by FEMA each year. The large project threshold is an amount of approved project estimated costs adjusted annually to reflect changes in the Consumer Price Index for all Urban Consumers. The large project threshold amount applicable to any project is that amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed. The large project threshold will be identified in the Disaster Specific Administrative Plan (DSAP) for each respective disaster.

**Management Decision:** The evaluation by the federal awarding agency or pass-through entity of the audit findings and corrective action plan and the issuance of a written decision to the auditee as to what corrective action is necessary.



**Non-Federal Entity:** A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a federal award as a recipient or subrecipient.

**Pass-Through Entity:** A non-federal entity that provides a subgrant to a subrecipient to carry out part of a federal program. Also referred to as the recipient.

**Performance Goal:** A targeted level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate.

**Period of Performance (POP):** The time during which the non-federal entity may incur new obligations to carry out the work authorized under the Federal award. The federal awarding agency or pass-through entity must include start and end dates of the period of performance in the federal award (see 2 CFR § 200.210 Information contained in a federal award paragraph (a)(5) and 2 CFR § 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv).

**Permanent Work:** Restorative work performed on damaged facilities through repairs or replacement, to pre-disaster design and current applicable standards. FEMA PA Categories C through G are referred to as permanent work. Under the PA Program, Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment, Category F (Utilities), and Category G (Parks, Recreational Facilities, and Other Items), are referred to as permanent work.

**Program Income:** Gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the subrecipient period of performance except as provided in 2 CFR § 200.307 paragraph (f). (See 2 CFR § 200.77 Period of performance.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also 2 CFR § 200.407 Prior written approval (prior approval). See also 35 U.S.C. 200-212 "Disposition of Rights in Educational Awards" applies to inventions made under federal awards.

**Project Cost:** Total allowable costs incurred under a federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

**Project Worksheet (PW):** A form used to record the damage, eligible scope of work, quantitative cost estimate and completion deadlines. It may also be referred to as a subaward.

**Questioned Cost/ Unsubstantiated Cost:** Cost that is questioned by the auditor because of an audit finding: (a) Which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a federal award, including for funds used to match federal funds; (b) Where the costs, at the time of the audit, are not supported by adequate documentation; or (c) Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Request for Information (RFI):** A progressive informal and formal process by which to obtain additional information from subrecipients in order to properly monitor projects and render decisions from subrecipient and FEMA requests

**Request for Public Assistance (RPA):** The form that a potential subrecipient (applicant) uses to apply for assistance.

**Small Projects:** Approved projects estimated to cost less than the large project threshold amount. The small project threshold will be identified in the Disaster Specific Administrative Plan (DSAP) for each respective disaster.

**Special Considerations:** Issues that may involve insurance, floodplain management, hazard mitigation, historic preservation and/or environmental reviews as they relate to PA program funding.

**Strategic Funds Management:** Strategic Funds Management is FEMA's process for obligating PA funding based on the applicant's schedule to execute the work. If a Permanent Work project is greater than \$1 million and the applicant does not need funds for more than 180 days from the time the PW is ready for obligation, FEMA obligates funds based on the project completion schedule.

**Subaward:** Subawards are the individual project worksheets (PW) associated with a specific subrecipient and their subgrant agreement with TDEM. Any additional PWs, and modifications to existing PWs are considered amendments to the subgrant agreement and will require notification only.

**Subgrant:** A portion of a grant or award that is distributed to a third party (subrecipient) by the recipient (pass-through entity) of the original award to conduct project work in compliance with the grantee's terms and conditions. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subgrant may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient:** A state or local government or other legal entity which receives an award (subgrant) and which is accountable to the grantee for the use of funds provided. The subrecipient is responsible for the non-federal portion of its PA grant.

Other definitions may be found in 2 CFR § 200 (1-99).



# Organization and Assignment of Responsibilities

**This section provides an overview of TDEM responsibilities and assignments.**

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## Organization

The governor of the state of Texas has designated TDEM within the Texas Department of Public Safety (DPS) as the state office responsible for managing and administering the PA Program per 44 CFR 206.207. These responsibilities include, but are not limited to:

- Monitors and assures state compliance with the FEMA-State Agreement
- Submits the Application for Federal Assistance (SF-424).
- Complies with federal and state program and grant administrative requirements.
- Defines the chain of command and specific responsibilities for the AltGAR(s) and SCO(s) in each disaster declared establishing the direction and control of the state operations including operations at the JFO.
- Conducts and participates with FEMA in conducting damage surveys to serve as a basis for obligations of funds to subrecipients.
- Notifies potential subrecipients of the availability of assistance.
- Conducts Applicant Briefings.
- Participates in the Recovery Scoping Meetings
- Assigns state staffing to work with FEMA Program Delivery Managers (PDMGs) to assist in the development of the subrecipient's applications and enforcing Special Considerations requirements.
- Assists FEMA in determining work and applicant eligibility.
- Requests Immediate Needs and Expedited Funding on behalf of the subrecipients.
- Assists the subrecipient in identifying areas for hazard mitigation.
- Processes requests for appeals, time extensions, improved projects, alternate projects, advances, and reimbursements.
- Forwards requests with the state's recommendation to FEMA on appeals, scope of work/cost changes, alternate project requests, and improved project requests (if required).
- Complies with administrative requirements of 2 CFR Parts 200 and 3002, 44 CFR Parts 206 and 207 and Audit Requirements of 2 CFR Parts 200 and 3002.
- Secures insurance information from Subrecipients as required by Stafford Act and 2 CFR § 200.310 Insurance Coverage and further defined by FP 206-086-1 Public Assistance Policy on Insurance.
- Reviews and certifies project completion information.
- Conducts quarterly reviews, site inspections and grant compliance reviews, as required ensuring program compliance.

- Determines budget and staffing requirements necessary for proper program management.

## **Assignment of Responsibilities**

### **Governor's Authorized Representative (GAR)**

The person designated by the governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for ensuring state compliance with the FEMA-State Agreement to include evaluating and monitoring compliance with statutes, regulations and terms and conditions of Federal awards including the provisions of the 2 CFR parts 25 and part 170 and the Federal Funding Accountability and Transparency Act (FFATA). The GAR may also be designated as the State Coordinating Officer. Alternate GARs are appointed as necessary to fulfill the duties of the GAR in his place.

Governor's Authorized Representatives:

Chief [DPS Division Director] of TDEM

Alternate Governor's Authorized Representatives:

Assistant Division Director - Recovery, Mitigation and Standards

Assistant Division Director - Response

TDEM Chief of Staff

### **State Coordinating Officer**

The person designated by the governor to coordinate state and local disaster assistance efforts with the federal government is the State Coordinating Officer (SCO). Alternate or Deputy State Coordinating Officers are appointed as necessary to fulfill the duties of the SCO in his place.

The State Coordinating Officer (SCO):

Chief [DPS Division Director] of TDEM

Alternative State Coordinating Officers:

Assistant Division Director – Recovery, Mitigation & Standards

Assistant Division Director – Response

Assistant Division Director – Field Response

# Administration

This section provides an overview of TDEM personnel.

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## Recovery and Operations Personnel per 44 CFR 206.207 (b)(ii)

Staffing is made up of a combination of state-funded full-time staff, federally funded full-time staff, federally funded contractors (Affiliates), and federally-funded temporary staff. Each of these will occupy the roles below. The mix or makeup of the staff will differ based on the size and needs of a particular disaster.

### **Chief [DPS Division Director] of TDEM**

Is the GAR and SCO and sets all guidelines and policy for the program.

### **Assistant Division Director (ADD)**

Is the Alternate GAR and Alternate SCO and assists the chief in developing guidelines and policy for the program and directs implementation of these with personnel.

### **Supervising Program Director (SPD)**

In charge of setting procedure and managing daily operations, including any joint FEMA/State operations; responsible for interfacing with FEMA and subrecipients on issues related to complex or sensitive project approvals, appeals, possible violation, etc.

### **Regional Section Administrator (SA)**

Supervises staff and ensures compliance with all laws, regulations and any guidelines, policies and procedures set by management; interfaces with FEMA and subrecipients on issues related to project approvals, appeals, closeouts, routine reports, etc.

### **Financial Processing Coordinator (FC)**

Reviews and verifies reimbursement requests and related expenses to be within the scope of work, are fully documented, eligible, and appropriate for reimbursement.

### **Grant Program Analyst:**

Acts as liaison between FEMA and TDEM to establish new processes and improved existing ones, monitor program activity for compliance of all applicable rules and policies. Analyzes new rules and policies for program impact on the program.

### **Grant Processing Coordinator (GP)**

Oversees the performance and compliance of the contracted affiliates, tracks budgets, and authorizes and approves invoices.

### **Grant Coordinator (GC)**

Acts as project officers for routine projects and performs the following related duties: conducts subrecipient briefings, processes submitted applications, monitors grant activities; conducts reviews of subrecipient's compliance with all program rules and requirements; conducts site visits; processes requests for payment, appeals, project closeout. The position is typically held by an affiliate employee.

### **Program Support Technician (PST)**

Performs the following routine duties: updates data base, processes incoming/outgoing mail from Subrecipients and FEMA, forwards mail to assigned Grant Coordinator, copies, scans, processes routine office related procurements, makes travel arrangements for staff, may act as project officer for small projects, and other administrative or clerical duties as assigned.

#### **Technical Review Officer**

Reviews and approves all requests for time extensions, scope changes, and closeouts prior to management signature. Other reviews will be conducted as well.

#### **Regional State Coordinator (RC)**

Coordinates the District Coordinators and assists the Disaster District Committee (DDC) in monitoring resources and assets for the region.

#### **Recovery Coordinators**

Coordinates all Public Assistance for individual districts within the TDEM Regions. Program liaison to the applicants and coordinates with assigned Grant Coordinators to carry out all recipient activities in monitoring Subrecipients.

#### **District Coordinator (DC)**

Represents the DDC, coordinates local and state response support requests, and acts as a liaison for TDEM Recovery with local subrecipients.

#### **Regional Disaster Finance Coordinator (RDFC)**

Provides advance and just-in-time financial and grant training to Subrecipients.

#### **Standards Officer (SO)**

Responsible for ensuring compliance of all program Subrecipients with requirement of 2 CFR Subpart F (Single Audit); performing internal program reviews and controls as assigned by DAD or SPD to assist in ensuring program compliance with all federal requirements.

#### **Administrative Services Section**

Responsible for the implementation and support of TDEM's Grant Management System (GMS). Ensures the integrity of data imports from Electronic Data Warehouse.

#### **Education and Policy/Plans Section**

Responsible for developing staff training materials, policy and guide manuals to support the program, and to facilitate training opportunities for both staff and Subrecipients.

#### **Agency Finance Staff**

Process payment requests submitted by TDEM including making drawdowns of federal funds from the SmartLink system into DPS accounts; prepare and submit financial and closeout 425 reports using the agency accounting system reports.

#### **Other Support Personnel**

Assist in program activities as needed in supporting functions such as: procurement, business process reviews, internal audit, information technology, asset inventory, staff training, etc.

## **Staff Funding**

The initial cost for staffing will be incurred by TDEM. A claim for reimbursement will be submitted to FEMA for direct and indirect administration costs in accordance with the management and administrative cost provisions of 2 CFR 200 (413) and (414) and Appendix VII to Part 200.

**An organizational chart and the Recovery Staffing Plan can be found in Appendix L.**

# Direction and Control

This section provides detailed information on TDEM PA activities.

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## Pre-Declaration Activities

### Preliminary Damage Assessment

As per the state's Basic Plan, TDEM will conduct PDAs. If the state conducts the PDA alone and findings support a FEMA request for assistance, the state will contact FEMA and request a joint FEMA-State PDA.

### Preparation

TDEM personnel will prepare for the arrival of FEMA PDA personnel by identifying areas of the state where damage is most significant. They will consult with appropriate local government officials and representatives of other possible subrecipients including private non-profit (PNP) organizations in the affected area. TDEM will work with county officials in the affected counties to identify damages. TDEM and the county will be responsible for coordinating damage assessments within the other cities in the county. FEMA staff will not make arrangements directly with locals.

### Local Jurisdictions

Local jurisdictions will submit Disaster Summary Outlines (DSOs) to TDEM which identify affected areas. They will provide personnel to participate and act as subject matter experts on their areas during PDAs. They will work with TDEM to provide maps, transportation and anything else available to facilitate with the PDA.

## Post Declaration Activities

### Grant Approval

TDEM will submit to FEMA an "Application for Federal Assistance" (SF 424) and an "Assurances for Construction Programs" (SF 20-16B) or "Assurances for Non-Construction" (SF 20-16A) in order to receive federal funding. Approved projects will be the basis for issuing subgrants to eligible subrecipients in accordance with the cost-sharing provisions established by FEMA.

### Notifying Potential Subrecipients

TDEM staff will work with TDEM District Coordinators(s), TDEM State Regional Coordinator(s), local public information officer, councils of government, county judges, city mayors, chief financial officers, county/city auditors and county/city emergency management coordinators (EMCs) to notify potential subrecipients of the assistance that is available and the time and date of the applicant briefing which will be held in their area. TDEM will also work with the above mentioned officials to notify any other affected parties/agencies in their jurisdiction, including any who responded to the event, or other potential Subrecipients in their areas. The procedures to accomplish this task are as follows:

- Per 2 CFR § 200.202, 200.203 and Appendix I for Part 200 (A) (B) (C1) (C2) (C3), the federal awarding agency will announce the specific funding opportunities for the grants.
- Once the grant has been announced, TDEM will send an announcement to Designated Points of Contact (POC), and EMCs notifying them of an Applicant Briefing. This consists of a letter announcing the Applicant Briefing date, time and location as well as discussions about applicants that are potentially eligible to receive assistance.
- Applicant Briefing – Once a designated area has been approved for PA, TDEM staff will conduct an Applicant Briefing. The number of potential subrecipients and the area involved in the disaster will determine the number of briefings held. A recorded Applicant Briefing may also be available on the TDEM website. This recording is generic in nature and does not have details specific to a particular disaster. Attachment 1 to this plan outlines the information that will be covered during this briefing.
- Request for Public Assistance (RPA) – The jurisdiction is required to submit, to TDEM, an RPA within 30 days from the date the jurisdiction becomes eligible for PA. RPAs that are submitted after this 30-day period will be reviewed on a case-by-case basis and, if warranted, will be forwarded to FEMA for consideration. If necessary, TDEM will request that the deadline for filing RPAs be extended. The RPA can be submitted in person, by email, by fax, U.S. mail, or entered directly into FEMA's Grants Portal.
- Designation of Subrecipient's Agent (DSA) – A subrecipient's chief certifying official will be required to designate an agent in writing (Appendix C) who will be the subrecipient's point of contact for all matters pertaining to their application for federal assistance. If no agent is appointed then the chief (elected) official of the eligible organization will be designated as the subrecipient's agent. This person should be familiar with damages and information as identified in Appendix A and the requirements of the subgrant as found in Appendix D. It is the responsibility of the designated agent to ensure all subrecipient staff and contractors are aware of and comply with all requirements related to the subgrant.
- In the event that a subrecipient hires a consultant to assist them with managing their PA grants, the subrecipient's chief (elected) official will be required to list the individual(s) on the DSA as an additional contact, and their employer should be listed in the Organization/Employer field. TDEM will direct all correspondence to the subrecipient but will cc: the consultant on all email exchanges. The subrecipient will be responsible for sharing written communications (grant packages/award notices) with the consultant. The subrecipient will remain the primary point of contact and must be included in all decision-making activities.

### **Determining Subrecipient Eligibility**

TDEM will assist FEMA in screening all potential subrecipients for eligibility under the PA Grant Program. TDEM and the subrecipient will retain the responsibility of verifying the debarred/excluded party lists per 2 CFR § 200.212. Eligible subrecipients under the disaster program are:

- State agencies and authorities, local governments and governmental entities. Special districts may need to provide a copy of the legislation that establishes their district.

- Private Non-Profit (PNP) organizations that have an IRS tax exemption letter and/or a state PNP certification (i.e. articles/certificate of Incorporation). Eligible PNP organizations must own or operate educational, utility, irrigation, emergency, medical, custodial care, or essential governmental service facilities. Critical service PNPs are defined as those PNPs that provide power, water, sewer and wastewater treatment, educational, communications, emergency medical care and fire protection. Non-critical service facilities are defined as museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops, and other facilities which provide a health and safety service of a governmental nature. All such facilities must be open to the general public.
- Conditions for providing assistance for the PNP facilities when Small Business Administration (SBA) disaster loan assistance is available:
  - Eligible PNP operators of critical service facilities will apply to the PA program for both emergency work and permanent work.
  - Eligible PNP operators of non-critical service facilities must apply to the SBA and have been determined ineligible for a loan or obtained the maximum SBA loan for the facility and still have unmet disaster related costs.
  - All Eligible PNPs may apply to the PA program for emergency work regardless of whether or not they operate critical service facilities.
  - Indian tribes or authorized tribal organizations may choose to file directly to the Federal government as a grantee or apply through the state as a subrecipient.

## Recovery Scoping Meeting

Meeting scheduled by FEMA following the Applicant Briefing in order for FEMA and the state to provide the subrecipient with in-depth information required to meet specific requirements of the PA program. It is during this meeting that the Subrecipient is advised of the records that must be provided, cost estimating procedures will be explained, special considerations identified, and project grouping and the project validation process is explained, as well. The subrecipient is expected to provide a list of specific damages with estimated or actual costs. This meeting is also considered the first substantive meeting and starts the time limitation for reporting additional damage, which is 60 days.

## Project Formulation

### State Participation

The state will participate in the PA process by:

- Assigning State Subrecipient Liaisons with FEMA Program Delivery Managers (PDMGs)
- Participating in the project validation process.
- Providing state technical support personnel to assist with highly technical projects or resolve disputes.



- Assisting FEMA and the applicant in identifying costs associated with the disaster as provided by 44 CFR 206 of the Stafford Act.
- Assisting FEMA and the applicant in identifying hazard mitigation opportunities as provided by Section 406 of the Stafford Act. Such mitigation measures reduce or eliminate the threat of future damage to a facility damaged during a disaster or will protect or benefit the repaired facility from future damage.
- Supporting local jurisdictions by assigning Grant Coordinators (GCs) to assist subrecipients through the PA process.
- Additional Staff Functions:
  - Process payments to subrecipients
  - Close-out and reconcile subrecipients' accounts
  - Process appeals
  - Provide technical assistance to subrecipients on procedures, eligibility, guidance and deadlines
  - Monitor for program compliance

### **Subrecipient Participation**

The subrecipient will be required to provide the federal/state team with the following information during the project formulation process:

- A list of damages and costs/estimated costs for all projects.
- All insurance documentation on affected properties.
- Hazard mitigation opportunities.
- Source of eligible local match funding as outlined in the awarded project.
- Rates for third-party volunteer services will be consistent with those paid for similar work by the non-federal entity. In those instances in which the required skills are not found in the non-federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.
- Values assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.
- When there is sufficient justification, the federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the fair market value at the time of donation.
- Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-federal entity's cost sharing or matching when such contributions meet all of the following criteria:
  - Are verifiable from the non-federal entity's records;
  - Are not included as contributions for any other federal award;
  - Are necessary and reasonable for accomplishment of project or program objectives;

- Are allowable under 2 CFR 200.306 Subpart E— Cost Principles;
- Are not paid by the federal government under another Federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs; and
- Are provided for in the approved budget when required by the federal awarding agency.

### **Additional Damages**

If a subrecipient reports any additional significant damage requiring a new project to be written that was not shown to the inspection team, TDEM will forward this information to FEMA within 60 days of the Recovery Scoping meeting. If warranted, TDEM will request an extension of time in order to report additional damage.

### **Re-inspections**

TDEM will notify FEMA of re-inspections required or requested by a subrecipient.

## **Public Assistance Administration and Funding Requirements**

### **Subrecipient Subgrant**

TDEM will be responsible for the processing and distribution of the subgrant award package and notification of all subawards under the subgrant. TDEM will notify subrecipients when their award package is prepared and ready for signature. The following outlines the information that will be provided to the Subrecipients when accepting their subgrant. The subgrant award will consist of the following documents:

- **Grant Terms and Conditions, including: (Appendix D)**
  - Assurances – Non-Construction/Construction Programs
  - (SF 424B/424D) (Exhibit A and B)
  - Certifications for Grant Agreements (Exhibit C)
  - State of Texas Assurances (Exhibit D)
  - Environmental Review Certification (Exhibit E)
  - Additional Grant Conditions (Exhibit F)
  - Additional Grant Certifications (Exhibit G)
  - Direct Deposit Authorization (Exhibit H)
- **Additional Documents Provided**
  - Subrecipient Project Closeout Form (Appendix I)
  - Payment of Funds Request Form (Appendix E)
  - Quarterly Report Form (Appendix F)
  - Time Extension Request (Appendix G)

- Insurance Requirement Summary (Appendix H)
- Monitor Workbook/Checklist Example (Appendix K)
- Request for Information/Documentation Policy (Appendix M)

Applicant must acknowledge acceptance of the subgrant and agree to perform all activities in accordance with all terms, provisions and requirements set forth in the subgrant. With each project obligation (Subaward), TDEM will notify the Subrecipient of any new Subawards. Included in this notification will be:

- Project/ Amendment Award Notification
- FEMA 90-91 Project Worksheet
- Record of Environmental Consideration for the Project
- Hazard Mitigation Proposal (if applicable)

## **Project Funding Requirements**

### **Insurance Requirements**

2 CFR § 200.310 and 44 CFR § 206.250-253 establishes requirements that apply to disaster assistance provided by FEMA. Prior to approval of a FEMA grant for the repair, restoration or replacement of an insurable facility or its contents damaged by a major disaster:

- Eligible costs shall be reduced by the amount of any insurance recovery actually received or anticipated, relating to eligible costs. FEMA will base its determination of eligible costs on whether the insurance settlement is reasonable and proper.
- The full coverage available under the standard flood insurance policy from the National Flood Insurance Program (NFIP) will be subtracted from otherwise eligible costs for an insurable facility and its contents within the special flood hazard area per Stafford Act, Section 406 (d)
- If eligible damages are greater than \$5,000, a subrecipient must obtain and maintain insurance to cover the affected facility for the hazard that caused the major disaster in the amount of the eligible damage to the facility in accordance with the Stafford Act, Section 311. The applicant is required to document proof of insurance before the project can be closed. Failure to purchase the required insurance will result in the de-obligation of the project (subaward).
- Insurance and Indemnification (2 CFR § 200.447) – In the event a subrecipient receives insurance compensation in excess of the funds estimated by FEMA, the subrecipient will be required to notify TDEM of the amount received in a formal letter with copies of the check received and the statement of loss by the insurance carrier. TDEM will submit a letter to FEMA with copies of the supplied documentation in order to request an adjustment to the project. Upon processing of the amended project, TDEM will request the subrecipient return any amounts indicated in the project as duplicate benefits.

Assistance will not be provided under Section 406 Repair, Restoration, and Replacement of Damaged Facilities of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of previous assistance has been obtained and maintained. Not even the deductible amount, or damages in excess of the NFIP limits, or flood damaged items not covered by standard NFIP policy will be eligible.

## **Project Funding Types**

### *Small Projects*

Funding for small projects will be based on the federal share of the project estimate, or the federal share of actual costs for small projects that were 100% complete when written. Approved funding will be processed for payment once these projects are obligated by FEMA and the subrecipient has satisfied all initial application and documentation requirements. While funding is granted at approval and the subrecipient is not required to certify fund expenditures to TDEM, subrecipients are required to ensure all small projects are completed in accordance with the approved scope and must maintain all project documentation as it is subject to audit by the OIG, FEMA, and other federal and state agencies having oversight of federal grants.

Large and small thresholds will be identified in the Disaster Specific Administrative Plan (DSAP) for each respective disaster. Both thresholds will be updated annually based on the Consumer Price Index (CPI).

### *Large Projects*

Funding for large projects will equal the federal share of the actual eligible cost as verified through a review of the project's cost and other supporting documents that verify compliance with the grant agreement. TDEM will disburse the federal share to the subrecipient upon obligation of funds by FEMA and the receipt of all necessary supporting documentation to include insurance and support for expenditures.

### *Alternative Procedures Pilot Program Debris*

Obligations based upon timelines are set initially at 85 percent fed share, 80 percent, fed share, then 75 percent fed share. TDEM, utilizing its Grant Management System (GMS) to generate payments, will use a weighted average to determine the fed share to be paid for each payment.

### *Immediate Needs Funding (INF)*

INF may be made available for work that must be performed and paid for in the first 60 days after a disaster declaration. INF is capped at 50 percent of the PDA for Categories A and B times the federal share percentage (generally 75 percent). The INF will be deducted from the Category A and B projects as they are obligated. TDEM will consider the needs of the subrecipient and the financial risks involved when reviewing whether to grant such an extraordinary funding request or what terms may apply to a payment under this section.

### *Pre-award Cost (2 CFR § 200.458)*

Pre-award costs are those incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the federal award and only with the written approval of the federal awarding agency. For example, PA PDAs are an eligible cost under State Management Cost when performed pre- award or - declaration.

### *Reasonable Costs (2 CFR § 200.404)*

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-

federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity, its employees, where applicable its students or membership, the public at large, and the federal government.
- Whether the non-federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

#### *Withholding Payments*

Per 2 CFR § 200.305 (a) and (b)(6) (i) (ii) (iii) (iv), in the event that a subrecipient owes federal funding from a previous disaster and does not have a repayment plan in place, TDEM may withhold funding from a new incident until such time as a repayment plan for the de-obligated funding is agreed to by both parties.

### **Risk Assessments (2 CFR § 200.205)**

#### **Evaluation Criteria**

For each subrecipient, TDEM will conduct a risk assessment to determine the level of monitoring, state assistance, or additional terms and conditions to be placed on the subrecipient. In evaluating the risk of the subrecipient, TDEM may use those criteria as identified in 2 CFR, 200.205, some of which are identified below:

- Financial stability
- Quality of management systems and ability to meet the management standards prescribed in this part;
- History of performance. The applicant's record in managing federal awards, if it is a prior recipient of federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits;
- The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities (subrecipients);
- Compliance with Suspension and Debarment requirements as described in 2 CFR § 200.212

### **TDEM's Process for Risk Assessment**

TDEM considers risk factors associated with grants administered by TDEM and assigns a rating for the level of risk associated with each Subrecipient in order to decide where to focus grant monitoring resources and determine the extent of monitoring required. The risk assessment, as described earlier, is based on an evaluation of both general factors related to overall project risk and, typically, some specific factors relating to individual grant programs. The risk assessment form can be found at Attachment 11.

### **Additional Conditions**

In the event a subrecipient is determined to have significant risk based on the above conditions, the federal awarding agency and/or TDEM may impose additional conditions, per 2 CFR § 200.207, such as:

- Denying any requests for advance payments;
- Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- Requiring additional, more detailed financial reports;
- Requiring additional project monitoring;
- Requiring the subrecipient to obtain technical or management assistance; or
- Establishing additional prior approvals.

### **Additional Considerations**

If additional considerations are imposed upon a subrecipient, TDEM will meet with the subrecipient and:

- Discuss the nature of the additional requirements
- Explain the reason why the additional requirements are being imposed;
- Describe the nature of the action needed to remove the additional requirement, if applicable
- Advise the time allowed for completing the actions if applicable, and
- Define the method for requesting reconsideration of the additional requirements imposed.

### **Non-Compliant Subrecipients**

As per 2 CFR § 200.207, 200.303(d), 200.331(d) and 200.338(a-f), TDEM can selectively use any or all of the following remedies and prompt actions for non-compliance with any term of an award to include audit findings:

- Increased monitoring of projects and require additional financial and performance reports.
- Disallow advance payment process.
- Temporarily withhold payments pending correction of the deficiency.

- Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
- Request FEMA to wholly or partially de-obligate funding for a project.
- Temporarily withhold payments pending correction of the deficiency by Subrecipient;.
- Withhold further awards for the grant program.
- Take other legally available remedies.

Any specific sanctions will be removed once the conditions that prompted them have been corrected and the subrecipient has demonstrated on-going efforts to prevent future non-compliance.

## **Payment of Funds**

### **Large Projects**

A subrecipient may request payment of funds on approved large projects by completing the "Payment of Funds Request" form (Appendix E) and providing supporting documentation that justifies the request. The total payments for any one project will not exceed the federal share. For on-going projects, a payment request should be submitted at least quarterly. Payment may be requested under the following conditions:

#### *Reimbursements of Funds*

This process is utilized when funds are needed by the subrecipient to pay eligible costs of approved project scope of work based on received invoices and or other supporting documentation. The subrecipient will be required to provide proper supporting documentation to TDEM for reimbursement of any claimed costs including proof of payment

#### *Working Capital Advance*

This process may be utilized when funds are needed by the subrecipient, due to a hardship, to pay for approved project scope of work before supporting documentation is available and/or compiled. The subrecipient will be required to provide TDEM with a letter that justifies the hardship and a spend plan. The spend plan must detail amount of funds requested for the next 30 to 60 days, timeline to expend the funds, and eligible cost to be covered by the funds. TDEM will monitor the project to ensure proper use of the funds and compliance with the spend plan. For a subrecipient to be setup to receive hardship advances on large projects, the subrecipient's risk assessment must support their ability to properly handle federal grants using this method of payment. DPS Assistant Division Director for RMS approval of the risk assessment and payment method is required. A subsequent Working Capital Advance cannot be issued until all conditions of the first have been satisfied with the required documentation presented to TDEM. TDEM, at its discretion, may deny use of this process.

#### *Normal advances of funds*

This process may be utilized when funds are needed to pay eligible cost of approved project scope of work based on received invoices and/or supporting documentation. The subrecipient is required to provide TDEM with a letter that justifies that they are able to make payments to their vendors within 5 days of receipt of funds from TDEM or within the timeline of any CMIA agreement they are bound by. The invoices and/or supporting



documentation of cost incurred must be submitted as well. To ensure proper use of funds the subrecipient will be required to provide proper supporting documentation to TDEM that the funds were expended. That documentation must be submitted within 30 days of receiving the funds. For a subrecipient to be setup to receive normal advances on large projects, the subrecipient's risk assessment must support their ability to properly handle federal grants. DPS Assistant Division Director approval of the risk assessment and payment method is required. A subsequent advance of funds cannot be issued until all conditions of the first have been satisfied with the required documentation presented to TDEM. TDEM, at its discretion, may deny use of this process. The amount advanced cannot exceed 75% of the federal share or 75% of the total amount expended, whichever is less, and must equal at least \$5,000.

### **Small Projects**

Small projects will be paid upon obligation and the completion of all necessary subgrant documentation.

### **Alternative Procedures Pilot Program Debris**

Obligations, based upon timelines, are set initially at 85 percent fed share, 80 percent, fed share, then 75 percent fed share. TDEM, utilizing GMS to generate payments, will use a weighted average to determine the fed share to be disbursed for each payment request.

### **Recouping of Federal Funds**

If an approved project is to be totally or partially de-obligated, the subrecipient will be notified as soon as possible. Reimbursement to TDEM will be requested once the amount is known. These funds shall be returned to TDEM within 30 days of receiving notice. Should TDEM have to return any additional federal funds identified, the division will work with subrecipients in obtaining payment. Once payment is received and processed, a refund to SmartLink indicating the associated disaster and PW will be made. For disasters DR 4223 forward, TDEM will ensure the funds are available in SmartLink prior to requesting any action resulting in a de-obligation for a specific project.

### **Owed Federal Funds**

Per 2 CFR § 200.345, any funds owed to the federal government must be paid within 90 days after demand. TDEM may impose stricter guidelines in order to comply with federal requirements. If funds have not been reimbursed, the following actions may occur:

- Administrative offset against other requests for reimbursement
- Withholding of advance payments
- Other actions permitted by federal statute
- The federal awarding agency will charge interest for overdue debt in accordance with Federal Claims Collection Standards 31 CFR 900-999.

### **Payment Tracking (2 CFR § 200.302)**

TDEM Recovery will make use of GMS in conjunction with the State's Accounting System for payments to subrecipients and State Management Costs in order to track the progress of payments. As payment requests are forwarded for processing, the documents are reviewed and



approved by the appropriate levels of management to ensure proper tracking and management of funds.

The state's grants management system (GMS) and Accounting System (USAS) will allow for accurate and up-to-date tracking and accountability of:

- Financial status of each federal award or program;
- All awards in terms of budgets and expenditures for both federal and non-federal amounts; and
- All funding and expenditures of each federal award by the CFDA number, award identification number and name of each awarded entity.

## **Administrative Compliance**

### **Regulations**

TDEM will ensure compliance with all relevant programmatic requirements of 44 CFR and 2 CFR, many of which are referenced in this document.

### **Tracking Funds**

PA funds will be tracked by disaster, subrecipient, and project utilizing NEMIS/EMMIE, TDEM's GMS and/or USAS.

### **Excess Cash**

TDEM draws down money from SmartLink, FEMA's cash management tracking program, as funds are needed. The Cash Management and Improvement Act requires the efficient transfer of federal financial assistance between the federal Government and states. In the event an over-draw occurs and/or interest is generated (over \$500), the money will be transferred back into SmartLink or paid by check to FEMA upon discovery.

### **Reconciliation**

TDEM routinely conducts reconciliations between program and financial systems. These reconciliations will be conducted at a minimum of one time per year. Reconciliation will consist of comparing EMMIE reports to those generated by TDEM's State Payment System. At least quarterly, TDEM will reconcile financial reporting to the SF 425 report generated by TDEM and submit the required Federal Cash Transaction report to FEMA.

### **Financial Statistics**

Current financial information will be derived from a combination of reports from subrecipients, program personnel, and financial staff. TDEM will keep track of the Subrecipient cost-share participation by reports provided from GMS. TDEM ensures the subrecipients cost share is maintained by never reimbursing or advancing more than the federal share of eligible expenses.

### **Internal Control**

TDEM will evaluate and monitor the subrecipient's compliance with federal statutes, regulations, terms and conditions of the federal award, and guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission.

### **Interest Earned**

Per 2 CFR § 200.305 (8) (9), the non-federal entity must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:

- The non-federal entity receives less than \$120,000 in federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by financial institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or agency information if the payment originated from ASAP, NSF or another federal agency payment system.

### **Record Retention**

The subrecipient will be required to keep complete records of all work (i.e. receipts, checks, job orders, contracts, equipment usage documentation and payroll information) funded under the PA program for a minimum of three (3) years from the later of the completion of this project's public objective, any litigation, dispute, or audit. TDEM will utilize the closeout date of the subrecipients RPA with FEMA as the beginning of the three year retention period. Additionally records shall be retained for three (3) years after any real estate or equipment final disposition. During this three-year period, all approved projects are subject to state and federal audit/review (2 CFR § 200.333 (a-f)). The DHS or DPS/TDEM may direct subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long-term retention value.

- If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the non-federal entity (subrecipients) is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition

### **General Procurement Standards (2 CFR § 200.318-326 and Appendix II to Part 200 (A-C) and (E-J))**

The non-federal entity (subrecipient) must:

- Use its own documented procurement procedures which reflect applicable state, local; and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards.
- Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Make available, upon request for review, pre-procurement documents or modifications to contract scope of work or increases in the contract amount by more than the Simplified Acquisition Threshold.
- Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Avoid acquisition of unnecessary or duplicative items.
- Consider the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- Maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- May use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. "Time and materials type contract" means a contract whose cost to a non-federal entity is the sum of:
  - The actual cost of materials; and
  - Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- Be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.

### **Full and Open Competition for Procurement**

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR 200 Procurement Standards. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

### **Procurement Methods**

The non-federal entity (subrecipient) must use one of the following methods of procurement in accordance with 2 CFR § 200.320.

#### *Procurement by micro-purchase*

- Currently set at \$3,000

#### *Procurement by small purchase procedures*

- Applies to contracts less than \$150,000

- Requires only quotes

*Procurement by sealed bids*

- Preferred method when procuring construction contracts
- Awarded to lowest responsive, reasonable bidder

*Procurement by competitive proposals*

- RFP: qualifications and price selection
- RFQ: qualifications only based selection (Architectural and Engineering design services only)

*Procurement by noncompetitive proposals*

- RESTRICTIVE. Must meet the requirements of 2 CFR § 200.320(f)
- Includes sole source, Extraordinary Circumstances and Insufficient Responses.
- Requires Cost Analysis

### **Underutilized Business Rules**

A non-federal entity (subrecipient) must take all necessary steps listed in 2 CFR 200.321 to contract with small and minority businesses, women's business enterprises and labor surplus area firms.

### **Special Procurement Rules**

The non-federal entity (subrecipient) must meet the requirements of 2 CFR § 200.323, Contract Costs and Price:

- Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- Negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- NOT use cost plus a percentage of cost and percentage of construction cost methods of contracting.

### **Inclusions of Required Contract Provisions**

Subrecipients' contracts, in addition to other provisions required by the Federal agency, must contain provisions covering the following, as applicable (Appendix II to Part 200, Contract Provisions for Non-Federal Entities Under Federal Award):

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- For all contracts in excess of \$10,000, termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity.
- Contract Work Hours and Safety Standards Act
- Rights to Inventions Made Under a Contract or Agreement.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

## **Project Options**

The subrecipient has several options related to funding of recovery efforts under the PA program (2 CFR § 200.308 (a-i)). The options must be requested and approved in advance. If the request is denied and not forwarded by TDEM to FEMA, the subrecipient will be afforded the opportunity to submit an appeal to TDEM for consideration. The appeal shall contain documented justification supporting the appellant's position. Appeals must be submitted within 60 days of being notified by TDEM. The options are outlined below.

### **Scope Changes to Existing Projects**

When a subrecipient discovers hidden damage, additional work necessary to complete the project or certain costs that are higher than those used to make the estimate for the Project Worksheet, the subrecipient is required to submit a request to change the scope of work to TDEM within 60 days of the discovery. TDEM will forward the request to FEMA with the state's recommendation. If disapproved, the subrecipient will be notified in writing the reason the request was denied and advised of its right to appeal the determination.

### **406 Hazard Mitigation**

Where it is feasible, subrecipients may request 406 Mitigation be added to the repair of the damaged elements of a facility. For hazard mitigation measures to be approved, the measures must be reviewed by FEMA staff to ensure eligibility, technical feasibility, environmental and historical compliance and cost effectiveness. The subrecipient will work with TDEM and FEMA in the development of a site-specific 406 mitigation proposal. FEMA will add the mitigation proposal, when approved, to the original project. If disapproved, the subrecipient will be notified in writing the reason the request was denied and advised of its right to appeal the determination.

### **Improved Projects**

A subrecipient must submit a letter of request with supporting documentation for improved projects to TDEM prior to beginning construction. This request should contain:

- The reason for requesting an improved project.
- A clearly defined description of the proposed work.
- A time schedule of the work.
- A cost estimate.
- Necessary assurances to document compliance with all Special Considerations.

Approved funding will be limited to the federal share of the previously approved project amount, so subrecipients will be specifically warned about ensuring that all damages and required code upgrades from the original damages have been discovered and accounted for in the original project. If funding is disapproved, the subrecipient will be notified in writing the reason the request was denied and advised of its right to appeal the determination. Any improved project that may change the current environmental and or historical clearances must be approved by FEMA prior to the start of construction.

### **Alternate Projects**

A subrecipient must submit a letter of request with supporting documentation to conduct an alternate project prior to beginning work or construction. TDEM will review the request for

eligibility and will insure that the request contains the following information before forwarding it to FEMA with the appropriate recommendation:

- The reason for requesting an alternate project.
- A clearly defined description of the proposed work.
- A time schedule of the work.
- A cost estimate.
- Necessary assurances to document compliance with the Special Considerations.

Requests for alternate projects must be approved by FEMA prior to starting the proposed work. If the request is approved by FEMA, funding of an alternate project will be reduced by 10 percent of the federal share of the approved project estimate (or 75 percent for PNP subrecipients). If disapproved, the subrecipient will be notified in writing the reason the request was denied and advised of the right to appeal the determination.

### **Time Limitations**

Project completion deadlines are set from the date that a Presidential disaster declaration is approved and apply to all projects approved under the declaration. TDEM will attempt to ensure that approved work is completed within the following time frames with the exception where time extensions are approved:

Emergency Work	6 months
Permanent Work	18 months

The Disaster Relief Appropriations Act requires the expenditure of obligated grant funds within 24 months or the funds will be returned to FEMA. The Office of Management and Budget will allow FEMA to waive the two year expenditure requirement for \$5 billion in the PA Grant Program. FEMA will use a Strategic Funds Management approach with grantees to ensure funds are made available and obligated based on defined projects that the grantee is capable of executing.

### **Time Extensions (Per 2 CFR § 200.328 (c)(d))**

A subrecipient may request a time extension on any approved project by submitting a Public Assistance Time Extension Request (Appendix G) to TDEM. Such a request must be submitted prior to the current completion date in effect and must include an anticipated completion schedule. TDEM may grant a 6-month time extension if the reason for delay is based on extenuating or justifiable circumstances beyond the subrecipient's control or due to unusual project requirements so long as the additional time requested does not exceed the following timeframes:

Emergency Work:	an additional 6 months (for a total of 12 months)
Permanent Work:	an additional 30 months (for a total of 48 months)

The Public Assistance Time Extension Request will require subrecipients to explain in detail the reason for the project delay as well as a time frame for completing the project. Typically, these requests will be granted a one-time six-month extension but can be lesser periods based on the needs of the subrecipient.



TDEM's philosophy regarding project completion time periods for permanent work (categories C-G) is that Subrecipients needing time extensions will be encouraged to complete all work within an additional period of up to six months.

TDEM may grant up to an additional 30 months in time extensions for permanent work after the original 18 months have concluded. Requests for emergency work extensions past the 12-month mark or permanent work time extensions past the 48-month mark will be sent to FEMA for approval.

If a time extension request is submitted and denied, the subrecipient will be afforded the opportunity to submit an appeal to TDEM for consideration. The appeal shall contain documented justification supporting the appellant's position.

TDEM will review and approve all periods of performance and complete all awarded subgrants within the state's period of performance for the PA grant. Project work performed outside of the approved period of performance, is subject to noncompliance determinations and is ineligible for reimbursement or match.

TDEM will notify FEMA of all time extensions that have been approved through use of EMMIE. Requests for time extensions beyond the state's authority will be forwarded to FEMA for determination with TDEM's recommendation in accordance with the requirements of 44 CFR 206.204(d). Funding of work performed after the last approved completion deadline is subject to being reduced, withdrawn, or disallowed.

### **Project Monitoring (2 CFR § 200.301, 200.327 and 200.328)**

TDEM will monitor and evaluate the progress and completion of each subrecipient's projects on a continuous monitoring basis. The purpose of this monitoring will be to help prevent the risk of improper expenditure of federal funds and the duplicating of disaster expenditures between projects. Monitoring and evaluating will include Subrecipient instruction on emergency projects, debris removal, environmental compliance, improved projects, alternate projects, contracting processes (including proof of checking the debarment list of eligible contractors) and maintenance of grant project and financial records. This information will improve the subrecipient's performance, compliance and will reduce any issues that may arise early on in the process. The monitoring process will include any one or a combination of personal visits, phone calls, and email exchanges with the Subrecipient, site visits/inspections of the project, desk audits of invoices and other supporting documentation and quarterly report progress monitoring.

### **Project Completion (2 CFR § 200.201 (3), 200.343, 200.344 and 200.345)**

#### **Large and Small Projects**

Upon completion of all approved work for each project, the subrecipient will be required to submit a Project Completion and Certification Report to TDEM certifying that all work was completed and all funds were spent in accordance with the grant terms and conditions and/or state agreements for each specific project and the costs were incurred in the performance of eligible work and have been paid. Actual expenditures must be reported.

#### **Large Project**

A final physical site inspection for eligible scope of work and program compliance will normally be conducted on large projects after they have been completed and the Project Completion and Certification Report has been submitted. TDEM will physically inspect projects where practicable to ensure completion within scope and, for projects where it is not possible to inspect [i.e. force account labor], review documentation on projects to determine if they were accomplished within scope. For those projects of a technical nature, a qualified member of the applicable State agency to which the project pertains may be requested to assist in conducting a final inspection. The final site inspection should be completed as soon as practical following the receipt of the Project Completion and Certification Report from the subrecipient. No site inspections will be required for projects written as 99 percent or 100 percent complete.

### **Small Projects**

At least 10 percent of small projects for each subrecipient will be physically inspected or documentation will be reviewed to establish completion within scope prior to closing the subrecipient within the disaster. The projects sampled will not include projects that were 99 percent or 100 percent complete when written and therefore previously reviewed during the project writing process.

For small projects written prior to January 1, 2015, and not yet closed, 10 percent of the remaining projects for the disaster will be inspected or documentation reviewed to establish completion within scope prior to closing the disaster. The projects sampled will not include donated resources or projects that were 99 percent or 100 percent complete when written.

### **Return of Federal Funding**

The subrecipient will be required to return the federal funding that was provided for that project in accordance with "Recouping of Federal Funds" located on page 27 of this document. If an approved project is not completed, was covered by insurance/other funding sources [other than state match], is not within the scope of work or is otherwise found to be an unreasonable expenditure in violation of federal grant guidance.

### **Insurance and Small vs. Large Projects**

Projects with eligible costs and eligible damages above the large project threshold amount, but reduced because of anticipated insurance proceeds to below the large threshold will be treated as a small project. Once the actual insurance proceeds have been applied and the project falls below the large threshold dollar amount, the project will be closed as if it were a small project. The project will not be subject to a non-federal audit but may be reviewed in the 10 percent small project sample. For all disasters declared prior to January 1, 2106, large projects will be determined by gross obligation value and will be treated as large projects if the amount is over the small project threshold.

### **Cost Overruns for Small Projects (2 CFR § 200.308(e) & 44 CFR § 206.205)**

TDEM will verify all significant cost overrun appeals (typically those greater than 10 percent of net costs) submitted by the subrecipient within 60 days of completion of their last small project by conducting a review of all approved small projects for the subrecipient. TDEM will base its recommendation for additional funding on the information obtained during the review and will forward a report to FEMA for final determination. In the event of a gross error or omission in the scope of work, the subrecipient must notify the state as soon as the need for funding is discovered. The subrecipient should not assume the cost overrun can be reported at the end of the project or that additional funding will automatically be approved. Cost overruns are not considered on a project by project basis but by requesting supplemental funding for a net cost



overrun on all small projects. The subrecipient must submit an appeal, through the state, if the cost overrun significantly exceeds the total costs approved for all small projects. The appeal must be submitted within 60 days of the completion of all small projects and must include documentation of actual costs, including the reasons for the cost increase. The appeal must include projects that experienced cost underruns as well as projects with cost overruns.

### **Appeals (2 CFR § 200.341 & 44 CFR § 206.206)**

In the event that a subrecipient does not agree with the determinations made by either the state or FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in writing to TDEM and shall contain documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation or policy with which the subrecipient believes the initial action was inconsistent. An appeal must be submitted by the subrecipient within the following time frames:

- Any FEMA/TDEM determination – 60 days from the written notice of the determination being appealed.
- Second/Final Appeals – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the Assistant Division Director and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from the subrecipient, TDEM will review the material submitted, make such additional investigations as necessary, and will forward the appeal with a written recommendation to FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of one million dollars and must be filed within 15 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.210.

### **Single Audit Requirement**

TDEM will use the Single Audit requirements as the primary guide for monitoring projects of Subrecipients. 2 CFR Subpart F, 200.500-520 will be used as appropriate.

- Subrecipients that expend over \$750,000 in total federal assistance in a fiscal year will be required to forward a copy of the Single Audit to TDEM in accordance with the 2 CFR.
- Subrecipients that do not expend over \$750,000 in total federal assistance in a fiscal year will be required to certify that fact in writing to TDEM.
- Failure of a subrecipient to comply with these provisions will result in management action as described in the section on Non-Compliant Subrecipients (VI.D.3.f.6).

### **Program Audits**

#### **Small Project**

There will be no compliance review of projects that are written as small. Large projects reduced to small by anticipated insurance will be treated as a small. To expedite the funding of smalls, TDEM has elected to pay small projects upon obligation without requiring the submittal of a Request for Reimbursement. Additionally the state has authorized FEMA to close smalls upon obligation. For projects 100 percent complete when written, TDEM must receive from the Subrecipient the certificate of completion and the certification that no duplication of benefits prior to the state closeout. Projects not complete when written will be placed into monitoring.

**Large Project** – Funding for large projects will equal the federal share of the actual eligible cost as verified through a review of the project's cost and other supporting documents that verify compliance with grant agreement.

For large projects that were 100 percent complete when written, TDEM is relying upon the review process of the Consolidated Resource Center to fully vet all components of the project including, but not limited to procurement, contracting, insurance, and force account labor, materials, and equipment. TDEM will collect from the Subrecipient proof of payment, certification of no duplication of benefits, and project closeout certificate. No further review or sight inspection will be performed.

## Other Audits

The Department of Homeland Security Office of Inspector General (OIG) may audit, at their option, the state PA grant, PA management expenditures claimed and drawn, and any applicable subgrants. The FEMA Recovery Program may audit at their option the state PA grant, PA state management costs claimed and drawn for, and any associated subgrants. The State Auditor's Office completes a single audit on the PA program each year. The DPS Chief Auditor's office also conducts routine financial and program audits regularly in accordance with Texas Government Code, Section 321.020. The program is also subject to Improper Payments Elimination and Recovery Improvement Act (IPERIA) audits on alternating years to assess TDEM's ability to detect, prevent, and recover improper payments within the program.

## Records and Reports

### Progress Reports (2 CFR § 200.328(1) and Appendix I (F)(3))

TDEM will submit quarterly progress report information to FEMA which will explain the status of all large projects that have not received final payment. The progress report will include cost and program compliance. The first quarterly report will be submitted at the end of the first full quarter following the quarter in which the project was obligated.

In order to prepare the quarterly progress reports for FEMA, TDEM will require the subrecipient to provide information, on a quarterly basis, pertaining to the progress of any large project that has not been completed. **Appendix F** is the format that will be used for quarterly reviews. Once the Subrecipient has completed the project and the required documentation has been submitted, the responsibility will shift to TDEM personnel to complete the subrecipient's quarterly report. TDEM may require quarterly progress reporting on incomplete small projects requiring an extension to their period of performance dates.

Failure to submit required quarterly reports for two or more quarters can result in the withholding or deobligation of funding for subrecipients until all quarterly reports are submitted to TDEM and up-to-date.

### **Subrecipient Close-Out (2 CFR § 200.343, 200.344 and 200.345)**

TDEM will notify FEMA when a subrecipient is ready to be closed-out and assure submission of all closeout documents no later than 90 calendar days after the end of the sub-award. Each subrecipient will be closed-out once it is determined that all work has been completed, all payments have been made, all necessary documents have been received and verified and no further action is pending or anticipated. Final cost-share participation by the subrecipient is captured within the TDEM's GMS. Upon satisfying all closeout criteria for both FEMA and TDEM, the subrecipient will receive notice of its subgrant closure, and will be notified of the records retention period.

### **Financial Status Report (2 CFR § 200.302(a-b) and 200.327-332)**

Quarterly and final financial reports will be submitted to FEMA for state-administered disaster assistance programs authorized by the Stafford Act. The reports shall include a record of expenditures considered to be statutory administrative costs and/or state management administrative costs.

The Cash Transaction Report showing the amounts drawn from SmartLink – per grant, -- will be completed each quarter to allow time to review and certify the report online by the required deadline. This report is the basic Federal reporting requirement for retaining access to SmartLink draws. The transactions must be certified not later than the 30th of the month following the end of the quarter.

### **Record Retention (2 CFR § 200.333 (a-f))**

Subrecipient records will be maintained by TDEM for three years following the last program communication submitted to FEMA. Typically, the last program communication will be that of the closure notification of the last subrecipient. There are no requirements in the state of Texas that exceed federal requirements. If any litigation, claim, audit or other action involving the records begins prior to the expiration of the three-year period, the records must be maintained until resolution of all issues or until the end of the three-year period, whichever is later. TDEM's records are its own and TDEM does not maintain any subrecipients' records on their behalf. The subrecipient is responsible for maintaining its own records.

### **Property and Equipment (2 CFR § 200.310, 200.311, 200.212, 200.313, 200.329, 200.333 (c))**

Property, equipment and supplies acquired with PA federal funds are subject to the provisions listed above related to ownership, use, procurement, management and disposition of such items. The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property by the non-Federal entity as identified in 2 CFR 200.310. These provisions include:

- Title to the asset is vested with the subrecipient upon acquisition,
- Assets can be utilized as long as they are needed in the federally funded program, or used in other federal programs when the assets are no longer needed in the program in which they were acquired.
- Asset records must include a description of the asset, a serial number or other identification number, the source of asset, title holder name, the acquisition date and

cost, percentage of federal participation in the cost of the asset, the location, use and condition of the asset, and any ultimate disposition data including the date of disposal and sale price of the asset.

- A physical inventory of the asset must be taken and the results reconciled with asset records at least once every two years and the information in the inventory must be submitted to TDEM.
- Assets with a current per-unit fair market value of less than \$5,000 that are no longer needed may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. However, a notification of disposition must be sent to TDEM.
- Assets with a current per-unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the asset. A notification of disposition including the amount of any sale must be sent to TDEM.

### **External EMMIE Access by Subrecipients**

The state can approve access to external EMMIE through the EMMIE gatekeeper role. Normally, only those individuals listed on either the RPA or the DSA forms will be granted access to external EMMIE. In the event that a jurisdiction or PNP subrecipient wants to grant access to additional personnel, TDEM will request an email or letter from one of the individuals listed on the form authorizing access to additional individuals prior to approving those requests. Upon notification that an authorized individual should no longer have access to EMMIE, TDEM will reject that account, ending access for that user.

### **FEMA Grants Portal**

If the jurisdiction has had no account established prior to 2018, access to FEMA's Grants Portal is established by submitting an RPA for a FEMA declared disaster. In an ongoing effort to support the Portal, TDEM will proactively invite jurisdictions to register in the Portal. Once registered, each jurisdiction will administer access and permissions for its own jurisdiction.

## **State Management Costs (2 CFR § 200.330, 200.331, 200.412, 200.413 and 200.414)**

### **Management Cost Pass Through**

In accordance with the Management Costs provision of 2 CFR, TDEM is responsible for determining the reasonable percentage rate that will be passed through to subrecipients for contributions to their costs for administering PA projects. This determination can be re-evaluated on a case-by-case basis through an amended disaster-specific PA State Administrative Plan. The following is the method that will be used to administer these costs:

- The state has elected not to reserve any 324 management funds for the pass-through amount to subrecipients. It is anticipated that TDEM will require all available 324 management funds in order to manage the grant. Requests from subrecipients for management costs will be reviewed by the TDEM [DPS Assistant Director] Chief on a case by case basis. Should 324 management funds be awarded to a subrecipient, the amount of the award will not exceed .05 percent of the project's federal share.
- The use of these funds will be limited in accordance with 2 CFR 200.413 and 200.414 and only for costs relating to Direct and Indirect (F&A) Costs.
- In the event that state costs for managing the disaster is less than the anticipated 324 management funds, the state may elect to distribute excess funds to subrecipients for this disaster to cover indirect administrative costs.
- If the state elects to distribute 324 management funds to subrecipients to cover indirect administrative costs, the state will inform the subrecipients of their right to use their approved indirect cost rate or the de minimus percentage rate allowed.

### **Record Retention (2 CFR § 200.333 (a-f))**

State management costs records will be maintained by TDEM for a minimum of three years following the final closeout notification of the management cost project to FEMA. If any litigation, claim, audit or other action involving the records begins prior to the expiration of the three-year period, the records must be maintained until resolution of all issues or until the end of the three-year period, whichever is later.

### **Property Management and Services (2 CFR § 200.313 (e) (2) and 200.314 (a))**

Property acquired through the use of management costs will become the property of the state and will be managed the same as all other state inventory and in compliance with state laws and procedures. Controlled inventory will be marked as purchased with federal funds. If the fair

market value of a piece of equipment is less than \$5,000, the property eventually will either be retained, sold or otherwise surplussed with no further obligation toward FEMA. A life expectancy for most goods will be three years. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds from the sale of the piece of equipment.

All groups receiving federal funds must adhere to federal, state and organization standards, statutes and regulations in the procurement of goods and services. This includes bidding or a rationale why bidding was not required.

## Development and Maintenance

This plan will be reviewed and updated annually, by TDEM, in accordance with federal awarding agency requirements. Amendments will be made to meet current policy guidelines, as required. Any amendments to the annual state plan will be submitted to FEMA for approval. Once approved by FEMA, this plan will be incorporated into the state emergency plan, disaster specific plans or amendments.

The administrative plan will be amended whenever necessary to reflect any material changes in state law or TDEM policy and any new or revised federal statutes and regulations. The amended portions of the plan will be submitted to FEMA for approval.



## Special Circumstances

**This section addresses exigent issues.**

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Exigent program issues may arise that would require a waiver to policies contained in this plan. Such waivers will be documented as to the circumstances and the reason the waiver is necessary. Also such waivers can only be granted by the Chief [DPS Division Director] of the Texas Division of Emergency Management or the Deputy Chief [DPS Assistant Division Director] for TDEM Recovery in writing.

# Temporary Provisions

This section identifies temporary provisions.

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## Sandy Recovery Improvement Act (SRIA) of 2013

### Kickoff Meetings

Approved projects that qualify for the SRIA pilot program will be discussed in great specificity during the Kickoff Meeting. Once a subrecipient agrees to a fixed estimate of a project, the subrecipient is “locked in” to the agreed upon amount and no additional considerations will be granted for this particular project.

### Pilot Programs

FEMA has been authorized to implement pilot programs under SRIA. The pilot programs are:

- Alternate Procedures for Permanent Work
- Debris Removal Alternate Procedures
- Straight Time Force Account Labor
- Dispute Resolution for Appeals
- Donated Resources
- Emergency Medical Care and Medical Evacuations
- Simplified Procedures
- Public Assistance Alternative Procedures for Direct Administrative Costs

### Underrun of Funds

Pilot program projects that incur an under-run of funds may be transferred to 406 Hazard Mitigation projects if approved by FEMA.

Public Assistance Alternative Procedures DAC: The Subrecipient may use DAC excess funds for any costs otherwise eligible pursuant to section 428(e)(1)(D) of the Stafford Act (42 U.S.C. § 5189f). Any excess funds realized on the final DAC PW will need to be identified and a request for the use of those funds presented by the Subrecipient for the Recipient and FEMA approval within 180 days of the latest project period of performance. DAC excess funds can be used for cost effective hazard mitigation activities that will reduce the risk of damage in future disasters. The Subrecipient may use the funds for hazard mitigation on facilities not damaged in the declared disaster. However, the mitigation must be applied to facilities that would otherwise be eligible for PA Program funding. Use of excess funds can also include activities that improve future PA Program operations, such as training and planning for future disaster response and recovery operations.

### Alternate and Improved Projects

Permanent work for alternate procedures may be considered for a pilot program under SRIA. The permanent work pilot applies only to large permanent work projects declared on or after May 20, 2013 and if construction has not yet begun. The subrecipient has nine months from the declared date of the disaster to agree to a fixed estimate. Once a subrecipient agrees to the fixed subgrant, it cannot revert back to the standard procedure of receiving reimbursements based on actual costs.

## Appeals

Appeals for approved projects under SRIA pilot program will be subject to the revised appeals process set forth by FEMA.

## Fiscal Year 2018 Closeout Goals

**This section addresses closeout goals for the year.**

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A special closeout team consisting of temporary hires and internal staff will be formed to facilitate the closing of DR-1606, DR-1709 and DR-1999. The goal will be to have these closed by September 30, 2018. The closeout team with financial compliance reviews being conducted by affiliates and internal staff will focus on DR-1780, DR-1931, DR-4029, and FM 5116 and are projecting closure by December 31, 2018.

# Appendices and Exhibits

This section lists SAP appendices and exhibits.

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The attachments and exhibits contained herein are in support of the state Administrative plan. The attachments and exhibits are subject to change, modification, addition, and deletion, which do not constitute a change in the State Administrative Plan.

- A. Applicant Briefing Handout
- B. Subrecipient Agent Checklist
- C. Designation of Subrecipient's Agent form
- D. Grant Terms and Conditions, including:
  - Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  - Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  - Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  - State of Texas Assurances, hereinafter referred to as "Exhibit D"
  - Environmental Review Certification, hereinafter referred to as "Exhibit E"
  - Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  - Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- E. Payment of Funds Request
- F. Quarterly Progress Review
- G. Time Extension Request Form
- H. Insurance Purchase Commitment Form
- I. Subrecipient Project Closeout Form
- J. Subrecipient Assessment for Monitoring Plan
- K. Monitor's Workbook/Checklist Example
- L. Organization Chart and Recovery Staffing Plan

## **Appendix A: Applicant Briefing Handout**

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**(Name/Type of Event)**  
**FEMA \_\_\_\_ DR TX**

Texas Division of Emergency Management  
Recovery Program  
P.O. Box 4087  
Austin, Texas 78773-0228  
(512) 424-2431

OR

5425 Polk Street Suite 470 (Mail Slot 0)  
Houston, Texas 77023-1454  
(713) 967-7000

**NAME:**

Telephone: (XXX) XXX-XXXX,  
Email: firstname.lastname@dps.texas.gov  
Fax: (XXX) XXX-XXXX

TDEM Website is <http://www.dps.texas.gov/dem>

- Packet Coversheet
- Briefing Outline
- Fact Sheet
- Request for Public Assistance
- Designation of Subrecipient's Agent
- Direct Deposit Authorization
- Subrecipient's Agent Checklist
- Public Assistance Project Checklist

**Joint Field Office Information**

TBD





**TEXAS DIVISION OF EMERGENCY MANAGEMENT  
APPLICANT BRIEFING OUTLINE  
FEMA DR-XXXX-TX**

**A. GENERAL**

- Sign-In Sheet
- Applicant Packet
- Individual Assistance Registration 1-800-621-FEMA (3362)

**B. OVERVIEW**

The Public Assistance Program is a reimbursement program that provides funding on a percentage basis to eligible Subrecipients who have suffered damages as a result of a Presidentially-declared disaster and whose damages are within an area authorized for Public Assistance. Funding under this program is limited to repairing or restoring damaged items / facilities to their pre-disaster condition and will only be provided once all other means of funding have been exhausted.

**C. INTRODUCTION**

- Authority - PL 93-288, as amended, Robert T. Stafford Relief and Emergency Assistance Act
- 44 CFR Part 206
- 2 CFR Part 200
- Joint Field Office

**D. ELIGIBLE SUB RECIPIENTS**

- State Agencies and Authorities
- Local Governments, including
  - Towns, Cities, Counties, Municipalities, Townships
  - Local Public Authorities
  - Councils of Governments
  - Regional and interstate government entities
  - Agencies of local governments
  - Special districts or regional authorities
  - School districts(Rural or unincorporated communities represented by the State or a political subdivision of the State)
- Private Non-Profit Organizations – Must have IRS 501 or State charter/articles of Incorporation as PNP
  - Critical Service PNPs
    - Educational
    - Utility
    - Emergency
    - Medical and Custodial Care
  - Non-Critical Service PNPs – Must be open to the general public
    - Museums
    - Zoos
    - Performing Arts Facilities
    - Community Centers
    - Community Arts Centers
    - Libraries
    - Homeless Shelters
    - Senior Citizens Centers
    - Shelter Workshops

Health & Safety Service of a Governmental Nature

- Indian Tribes or Tribal Organizations

**E. REQUEST FOR PUBLIC ASSISTANCE (RPA)**

- Completion of the form
- Must be submitted within 30 days of a county's designation for PA
- DUNS number now required

**F. DESIGNATION OF THE SUBRECIPIENT'S AGENT**

- Completion of form, submitted to the State

**G. DIRECT DEPOSIT AUTHORIZATION**

- Completion of form, submitted to the State

**H. PUBLIC ASSISTANCE PROGRAM – PROJECT PREPARATION**

(FEMA Public Assistance Officer or Public Assistance Coordinator, if available)

- Applicant Brief
- Kick-Off Meeting
- Project Worksheet
- Categories of Work
  - A: Debris Removal
  - B: Emergency Protective Measures
  - C: Roads and Bridges
  - D: Water Control Facilities
  - E: Buildings and Equipment
  - F: Utilities
  - G: Parks, Recreational Facilities and Other Items
- Small versus Large Project
- Small Project Development and Requirements
- Validation
- Contract Award Process
- Debarred Contractors
- FEMA Cost Codes and Equipment Rates

**I. SPECIAL CONSIDERATIONS**

- Insurance
- Mitigation – 406 versus 404
- Environmental
- Historical
- Standards

**J. PROJECT APPLICATION**

- Subgrant (Subrecipient) Application signatures required prior to funding

**K. PROJECT ADMINISTRATION AND DOCUMENTATION REQUIREMENTS**

- 2 CFR 200 Introduction
- Procurement Requirements
- Project Management Requirements
- Set up of Grant file and individual Project files

- General documentation requirements

**L. PROJECT FUNDING**

- Federal Share and Non-Federal (Local) Share
- Small Projects – Less than \$121,599
- Large Projects - \$121,600 and greater
- Administrative Allowance – significant changes at the end of 2007

**M. PERFORMING APPROVED WORK**

- Parameters (Scope of Work, Completion Date, Cost Estimate)
- Force Account Work
- Contract Work
- Bidding Requirements
- Engineering and Design Services
- Debarred Contractors
- Request for Improved Projects
- Request for Alternate Projects

**N. TIME LIMITATIONS**

- 30 Days to Submit RPA
- 60 Days to identify additional damages from Kickoff Meeting
- Emergency Work – 6 Months
- Permanent Work – 18 Months
- Extensions

**O. PROJECT COMPLETION**

- Project Completion and Certification Report (P.4)
- Claim Summary Form
- Final Project Inspection
- State compliance reviews of projects
- Quarterly reporting requirements
- Insurance requirements

**P. APPEALS**

- Any FEMA determination
- Cost overrun (on small projects)

**Q. Emergency Management Mission-Integrated Environment (EMMIE)**  
<https://portal.fema.gov>

- Information to sign up on TDEM website
- Limited to viewing Project Worksheets

**R. CHECKLISTS – Given to each Applicant present**

**S. QUESTIONS & ANSWERS**

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY <b>REQUEST FOR PUBLIC ASSISTANCE</b>		<b>O.M.B. NO. 1660-0017</b> Expires April 30, 2013	
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b>			
Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless it displays a valid OMB number. <b>NOTE: Do not send your completed questionnaire to this address.</b>			
APPLICANT (Political subdivision or eligible applicant)			DATE SUBMITTED
COUNTY (Location of Damages. If located in multiple counties, please indicate)		DUNS NUMBER	
<b>APPLICANT PHYSICAL LOCATION</b>			
STREET ADDRESS			
CITY	COUNTY	STATE	ZIP CODE
<b>MAILING ADDRESS (If different from Physical Location)</b>			
STREET ADDRESS			
POST OFFICE BOX	CITY	STATE	ZIP CODE
<b>Primary Contact/Applicant's Authorized Agent</b>		<b>Alternate Contact</b>	
NAME		NAME	
TITLE		TITLE	
BUSINESS PHONE		BUSINESS PHONE	
FAX NUMBER		FAX NUMBER	
HOME PHONE (Optional)		HOME PHONE (Optional)	
CELL PHONE		CELL PHONE	
E-MAIL ADDRESS		E-MAIL ADDRESS	
PAGER & PIN NUMBER		PAGER & PIN NUMBER	
Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Private Non-Profit Organization? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, which of the facilities identified below best describe your organization? _____ <small>Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "...any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public."</small>			
<small>Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.</small>			
OFFICIAL USE ONLY: FEMA -		-DR- -	FIPS#
			DATE RECEIVED

FEMA Form 90-49 AUG 10

REPLACES ALL PREVIOUS EDITIONS

## Appendix B: Subrecipient Agent Checklist

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## SUBRECIPIENT'S AGENT CHECKLIST

This checklist was prepared to make the process of applying for and receiving disaster relief under the Public Assistance program as easy as possible.

### ADMINISTRATION

- \_\_\_ Attend the Applicant Briefing.
- \_\_\_ Contact other potential Subrecipients within your county/city who sustained disaster related damages/cost and have them contact TDEM by filling out a Request for Public Assistance within 30 days from the date the county was declared.
- \_\_\_ Ensure that a Subrecipient's agent is designated.
- \_\_\_ Submit appeals in a timely manner, normally within 60 days of notification.
- \_\_\_ Check on insurance coverage and determine the settlement amount, if any. Submit a proof of loss statement (insurance settlement) from the insurance company.

### WORK MONITORING

- \_\_\_ Review each Project Worksheet (PW) to become familiar with approved scope of work.
- \_\_\_ Review grant rule, requirements, terms and conditions and ensure they are communicated to and followed by all staff and contractors working on the projects.
- \_\_\_ Give appropriate supervisors a copy of each PW.
- \_\_\_ Make approved repairs **ONLY** or obtain TDEM and FEMA approval before changing the approved scope of work.
- \_\_\_ Notify TDEM of significant cost overruns.
- \_\_\_ Follow proper bid and contract procedures. Ensure the contractor is **NOT** on the most current "List of Parties Excluded from current Federal Procurement or Non-Procurement Programs" published by the Excluded Parties Listing System
- \_\_\_ Complete eligible work within allowable time periods.
- \_\_\_ Request a time extension for each project if needed.
- \_\_\_ Submit a project cost summary for each large project that is completed.
- \_\_\_ Complete the Project Completion Report (P.4) once all approved work has been completed.

### DOCUMENTATION

- \_\_\_ Maintain a separate folder for each project.
- \_\_\_ Document repair costs at each work site as they occur.
- \_\_\_ Prepare Summary Reports from supervisor's daily logs.
- \_\_\_ Keep these documents for each work site as they occur:
  - Summary Reports for Labor, Equipment and Materials
  - Delivery Tickets
  - Invoices
  - Payroll Journals
  - Cancelled Checks
  - Daily Logs from Supervisors
- \_\_\_ Keep these documents for each project done by contract:
  - Bid specifications
  - Bid advertisement
  - Bid summary sheet
  - Contract award documents
  - Invoices
  - Canceled Checks
  - Record of work inspections
  - Debarment check documentation

## **Appendix C: Designation of Subrecipient's Agent**



<b>DESIGNATION OF SUBRECIPIENT'S AGENT - FEMA XXXX DR TX</b>			
PUBLIC ASSISTANCE			
Texas Division of Emergency Management – ATTACHMENT 3			
Organization Name (hereafter named Organization)			
<b>Primary Agent</b>		<b>Secondary Agent</b>	
Agent's Name		Agent's Name	
Organization		Organization	
Official Position		Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Work Phone	Fax Number	Work Phone	Fax Number
E-Mail Address		E-Mail Address	
Cellular Phone	Pager	Cellular Phone	Pager
<p>The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof.</p>			
<b>Chief Financial Officer</b>		<b>Certifying Official</b>	
Name		Official's Name	
Organization		Organization	
Official Position		Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Work Phone	Fax Number	Work Phone	Fax Number
E-Mail Address		E-Mail Address	
Cellular Phone	Pager	Cellular Phone	Pager
Subrecipient's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate):			
Subrecipient's Fiscal Year (FY) Start			
		<b>Month</b>	<b>Day:</b>
Subrecipient's Federal Employer's Identification Number			
-----			
Subrecipient's State Payee Identification Number			
-----			
<b>Certifying Official's Signature / Date</b>			

## Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

### Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	

### Payee Identification

SECTION 2	Payee type: <input type="checkbox"/> State employee <input checked="" type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Texas Identification Number (TIN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Social Security Number (SSN) *	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (if not known, leave blank.)
	Payee name	Phone number		
	Mailing address	City	State	ZIP code

### New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name	City	State
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	Financial representative name (optional)	Title (optional)	
	Financial representative signature (optional)	Phone number (optional)	Date (optional)

### Existing Account Information (Changes Only)

SECTION 4	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
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### International Payments Verification (required)

SECTION 5	Will these payments be forwarded to a financial institution outside the United States?..... If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).	<input type="checkbox"/> YES <input type="checkbox"/> NO
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### Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature <b>sign here</b>	Printed name	Date

### Cancellation by Agency (for state agency use)

SECTION 7	Reason	Date
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### Authorized Signature (for state agency use)

SECTION 8	Signature <b>sign here</b>	Date
	Phone number	Agency number
	Agency name	
	Comments	

### Please return your completed form to:

Your TDEM Primary State Contact or contact the Funds Management Section at 512-462-6174 for directions.

# Appendix D: Grant Terms and Conditions

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## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." This Grant Agreement can also be referred to as a Subgrant.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA... Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
  3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

Page 1 of 18

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grants and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Page 2 of 18



Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS)

Page 3 of 18

5. Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
6. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
7. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
8. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
9. Direct Deposit. Subrecipient shall submit a new direct deposit form with each new disaster. Subrecipient shall notify TDEM immediately should the direct deposit information change by sending a completed direct deposit form from the Subrecipient to TDEM project officer. The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
10. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the 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 date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

Page 4 of18

11. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.236, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The cost plus a percentage of cost and percentage of construction cost methods of contracting are ineligible.

Must perform cost/price analysis for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. Monitoring. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.



DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

**J. Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

Page 6 of 18

**K. Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS § \_\_.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
  2. Require payments as reimbursements rather than advance payments
  3. Temporarily withhold payments pending correction of the deficiency
  4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
  5. Request FEMA to wholly or partially de-obligate funding for a project
  6. Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by DPS/TDEM or DHS;
  7. Withhold further awards for the grant program
  8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The Subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not

Page 8 of 18

received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.



## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.



## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  - 2. Have not within a three-year period preceding this Grant 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;
  - 3. 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 (D)(2) of this certification;
  - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act 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, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).



15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$121,600.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the Subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the Subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th.** Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the Subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
15. If TDEM elects to pass on to the Subrecipient any portion of its State Management Funds, the Subrecipient will be permitted to submit and use an indirect cost rate approved by its cognizant agency or may use the diminimus rate of 10%. (2 CFR 200.210 (a)(15) and 200.414) TDEM has reserved all State Management Funds for the state's management of the disaster grant.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.



# Appendix E: Payment of Funds Request

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## Payment of Funds Request

Date: \_\_\_\_\_

To: State Coordinator for \_\_\_\_\_ [Recovery/Mitigation]  
Texas Division of Emergency Management  
P.O. Box 4087  
Austin, Texas 78773-0228

Subject: FEMA-XXXX-DR-TX  
Payment of Funds for Project(s)

This is to request a payment of funds on the following approved projects:

Project Number	Project Amount	Federal Share	Amount Expended (*)
	\$	\$	\$

(\*) or total amount of expenditures for this request and/or the amount that will be needed to meet immediate anticipated costs for advances.

### Payments can be requested under the following conditions:

Funds are needed to pay eligible cost of approved project scope of work based on received invoices and/or supporting documentation. The Subrecipient will be required to provide TDEM with a letter that the Subrecipient is able to make payments to their vendors within 5 days or, if applicable, within the timeline of an CMIA agreement they are bound by. The invoices and/or supporting documentation of cost incurred must be submitted as well. To ensure proper use of funds the Subrecipient will be required to provide proper supporting documentation to TDEM that the funds were expended. That documentation must be submitted within 30 days of receiving the funds.

Funds are needed to reimburse eligible cost of approved project scope of work paid by the Subrecipient based on received invoices and or other supporting documentation. The Subrecipient will be required to provide proper supporting documentation to TDEM for the cost.

Funds are needed to pay for approved project scope of work as a working capital advance before supporting documentation is available/compiled due to a hardship. The Subrecipient will be required to provide TDEM with a letter that justifies the hardship and a spend plan. The spend plan will detail amount of funds requested for the next 30 to 60 days, timeline to expend the funds, and eligible cost to be covered by the funds. To ensure proper use of funds this will be monitored by TDEM to ensure compliance with the spend plan. Prior approval is needed for this method.

I understand that any part of this payment that is not expended within the scope of the project will be refunded to the Texas Division of Emergency Management within 30 days of receiving the de-obligation notice. In addition, to support this claim, I have included supporting documentation for the requested amount.

Sincerely,

\_\_\_\_\_  
Signature of Subrecipient's Agent

\_\_\_\_\_  
Printed Name of Subrecipient's Agent

\_\_\_\_\_  
Name of Jurisdiction

\_\_\_\_\_  
Subrecipient's Agent's Phone Number

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

\_\_\_\_\_  
City, State, ZIP Code



## **Appendix F: Quarterly Progress Review**



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**TEXAS DIVISION OF EMERGENCY MANAGEMENT**  
**Quarterly Progress Review**

FEMA  DR - TX

Applicant  Date

PA ID #  Project #

Dates		Dollar Amounts	
Project Completion Date	<input type="text"/>	Project Amount	<input type="text"/>
Time Extension Given?	<input type="text"/>	Projected Cost	<input type="text"/>
Extended Date	<input type="text"/>	Amt. Spent to Date	<input type="text"/>
Estimated Completion Date	<input type="text"/>	Spent During Qtr.	<input type="text"/>
Percent of Work Completed	<input type="text"/> %		

Is the project remaining within the Scope of Work approved by FEMA?

Person Reporting:  Phone Number:   
Comments:   
(Will expand as needed)

*For TDEM use only:*

Was PW site visited by TDEM staff during quarter?

Reviewer:

Notes: Quarterly reports are required on all large projects. Large projects are equal to or greater than \$120,000 for declarations made in FY '15 (10/01/14–09/30/15). Failure to submit quarterly reports could jeopardize project funding.

Quarterly reports are due in our office by the following dates:

March 15th  
June 15th  
September 15th  
December 15th

Submit to: TDEM  
Texas Department of Public Safety  
P.O. Box 4087  
Austin, Texas 78773-0228

Fax (512) 424-2424

Upon completion of a large project, a final claim must be submitted. The claim will be reviewed and audited by TDEM and forwarded to FEMA. The obligated amount will be adjusted to reflect the actual eligible amount and final payment will be made.

# Appendix G: Time Extension Request

## TEXAS DIVISION OF EMERGENCY MANAGEMENT

### Time Extension Request

Time extension requests must be based on **extenuating or justifiable circumstances beyond the applicant's control due to unusual project requirements** as long as the additional time requested does not exceed the following time frames:

Emergency Work	up to 6 months ( <i>total of 12 months to complete work</i> )
Permanent Work	up to 6 months ( <i>total of 18 months to complete work</i> )

Applicants requesting time extensions must complete the following to be considered for a time extension (*this request form is designed to continue to the next page*):

**Applicant:**

**Project #:**

**Applicant's agent:**

**Percentage completed:**

**Original completion date:**

**Expenditures to date:**

**Reason for project delay:**

*(Reasons for delay must be based on extenuating circumstances beyond the applicant's control or due to unusual project requirements)*

**Projected time frame for completion:**

*(\*Enter the planned schedule of completion - include physical work and administrative steps for each month through completion)*

**Example:**

January ▶ Complete area for installation  
February ▶ Install air handler  
March ▶ Inspect project

**Year** (year of the first month in extension):

January		February	
March		April	
May		June	
July		August	
September		October	
November		December	

**Projected completion date:** \_\_\_\_\_

\* Schedule should start the first month of the proposed extension and wrap to the beginning of the next year, if needed.

\_\_\_\_\_  
Applicant's Agent Signature

## **Appendix H: Insurance Purchase Commitment**

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**INSURANCE PURCHASE COMMITMENT**  
**FEMA DR-xxxx-TX**

APPLICANT:	FIPS #:
PROJECT TITLE:	PW #:
LOCATION:	REF #:
CITY/COUNTY:	
TYPE AND AMOUNT OF INSURANCE:	\$

Per **44 CFR § 206.253 b.1,**

*"Assistance under section 406 of the Stafford Act will be approved only on the condition that the (sub) grantee obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster."*

FEMA policy requires that each applicant for Federal assistance under the Public Administration program submit a commitment to purchase and maintain insurance prior to project funding approval. For each checked item below, please read and initial as understanding the specific requirement described.

\_\_\_\_\_ Applicant's current property insurance policy meet's the insurance requirement for this project worksheet, and will be maintained for the life of the facility or the repaired element, whichever is less.

\_\_\_\_\_ Failure to obtain insurance as required will result in de-obligation of all funds approved for this project.

\_\_\_\_\_ Failure to maintain required insurance will result in denial of disaster funding for losses from any cause in future declared events.

\_\_\_\_\_ FEMA may fund reasonable insurance deductibles for this facility, but only for the first claimed FEMA assistance and only if the cost accrued to the applicant.

\_\_\_\_\_ The facility identified above has multiple project worksheets that require insurance. The insurance commitment must be, at a minimum, equal to the total combined eligible costs for all damages at this facility.

\_\_\_\_\_ Applicant will insure this facility under a blanket property insurance policy. If a future disaster of the same type is declared, otherwise eligible funding for any facility included in the blanket insurance will be reduced by any previous insurance requirement amounts.

\_\_\_\_\_ Insurance cannot be purchased until full repair/restoration of this facility is complete. Applicant will meet all insurance purchase requirements upon completion of repairs.

\_\_\_\_\_ Other Describe:

Applicant Representative: \_\_\_\_\_ Date: \_\_\_\_\_

State Representative: \_\_\_\_\_ Date: \_\_\_\_\_

FEMA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix I: Subrecipient Project Closeout**

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Subrecipient Project Closeout Form

Subrecipient  Grant (Disaster)#

Project #

Grant Program	CFDA #
<input type="text"/>	<input type="text"/>

☐ By checking this box, I certify that all funds were expended in accordance with the provision of the signed subgrant award. I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with all grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

☐ By checking this box, I am certifying that this is the final project in this grant.

Total Funds Expended on Project	<input type="text"/>
Total Funds to be Reimbursed by FEMA	<input type="text"/>
Local Cost Share	<input type="text"/>
Date Project Completed	<input type="text"/>

Subrecipient's Authorized Representative (signature)

Subrecipient's Authorized Representative/Title (Printed Name)

Date/Time Field

# Appendix J: Subrecipient Assessment for

Subrecipient Assessment for Monitoring Plan			
<b>Purpose</b>			
1) To evaluate the subrecipients capacity to successfully complete projects in a timely fashion, in accordance with Federal statutes, as well as with FEMA and state guidelines.			
2) To identify potential weaknesses and determine the level of support, education and monitoring necessary to mitigate the risk(s) associated with the identified weaknesses.			
Subrecipient:			
Current Fiscal Year Ending Date:			
Grant Source:			
Anticipated Cumulative Obligation Amount:			
Number of Projects by Size:		Small:	Large:
<b>Instructions</b>			
Choose the appropriate response for each question based upon the accompanying description immediately below each question. The Comments & Notes section below each question should be utilized to provide relevant information related to the question. The information contained in each question's Comments & Notes section should be utilized to formulate the Monitoring Actions, which should be outlined in the Monitoring Actions section at the end of this document. After completion of this Subrecipient Assessment for Monitoring Plan the reviewer should convert this worksheet to PDF and upload under the Account Activation step for <i>Public Assistance</i> and the Application step for <i>Hazard Mitigation</i> in GMS.			
			<b>Yes/No</b>
1	Is the subrecipient new to operating or managing state and/or federal funds? (no activity in last five years)		
Determine if this subrecipient has operated or managed state and/or federal funds of any kind within the recent past. If it is determined that the subrecipient is deficient in experience with managing state and/or federal funds select an appropriate level of technical assistance, management assistance or additional oversight to address the level of deficiency.			
Comments and notes:			
2	Has the subrecipient or have subrecipient staff recently managed FEMA programs? (within five years)		
Determine if this subrecipient has previously administered FEMA programs. This can apply to the subrecipient as a whole, however staff with prior experience administering FEMA programs should be taken into consideration. If it is determined that the subrecipient lacks experience in this area select an appropriate level of technical assistance, management assistance or additional oversight to address the level of deficiency.			
Comments and notes:			
3	Does the program complexity have the potential to exceed the administrative capacity of the subrecipient?		
Determine if the subrecipients management and organizational structure appears to be sufficient to successfully administer the program. If the subrecipient has areas that appear to be insufficient to lead to the successful administration of the program then select an appropriate level of technical assistance, management assistance or additional oversight to address the level of deficiency.			
Comments and notes:			
4	Does the subrecipient have a the financial capacity to meet matching requirements if applicable?		
If the subrecipient is new to you, contact the previous primary contact (in GMS) to determine if they have had prior problems. Ask the Financial Manager or City Manager how they plan to meet match. If you are unable to determine, then consult the Standards Section and ask if they have any historical information on the subrecipient.			
Comments and notes:			



# Monitoring Plan

5	Does the subrecipient have established policies and procedure regarding procurement?	
<p>Determine whether or not the subrecipient has established a standard procurement method that at a minimum follows the federal procurement guidelines. If not then determine how to best communicate those requirements to the subrecipient staff members that will be responsible for following the requirements and the elected official responsible for the administration of the program.</p> <p>Comments and notes:</p>		
6	Does the subrecipient have record retention policies in place?	
<p>Determine if the subrecipient has record retention policies and procedures in place. If so, then determine if those policies and procedures meet the minimum federal requirements, which include the retention of all records related to the award for a time period of three years after the submission of the final report to TDEM for the last project completed in a disaster by the subrecipient). If the subrecipient does not have record retention policies and procedures in place you must determine who at the subrecipient level to communicate these requirements to, including the elected official responsible for the administration of the program.</p> <p>Comments and notes:</p>		
7	Does the subrecipient have a history of incomplete or unnecessarily delayed projects ?	
<p>If the subrecipient has previously been awarded funds from TDEM has the subrecipient successfully completed the projects associated with the award? If the subrecipient has not successfully completed projects under a previous award determine what type of technical assistance or training is necessary to help ensure the successful completion of projects.</p> <p>Comments and notes:</p>		
8	Does the subrecipient have established financial policies and procedures?	
<p>Determine if the subrecipient has established adequate policies and procedures related to financial administration. If the subrecipient does not have established adequate financial policies and procedures, determine what level of financial oversight the subrecipient utilizes. It may be necessary to consult with Program Management and/or the Standards Section.</p> <p>Comments and notes:</p>		
9	Does the subrecipient respond to communications and reporting deadlines in a timely manner?	
<p>Based upon your current interactions and/or the TDEM history with the subrecipient determine if the subrecipient responds to inquiries from TDEM in a timely manner. If the subrecipient has a history with TDEM determine if the subrecipient has established a history of submitting required reports in a timely manner. If the subrecipient does not respond in a timely manner determine the appropriate subrecipient staff or leadership member(s) that will be required for effective communication.</p> <p>Comments and notes:</p>		
10	Does the subrecipient have a history with the use of and monitoring of contractors?	
<p>Determine if the subrecipient has contract management and monitoring policies and procedures in place? If the subrecipient does not have these policies and procedures in place, determine how the subrecipient intends to ensure compliance with applicable rules and regulations. Additionally determine if the subrecipient requires technical assistance and/or training.</p> <p>Comments and notes:</p>		

# Appendix K: Monitor's Workbook/Checkbook Example

## MONITOR WORKBOOK/CHECKLIST EXAMPLE

WORKING PAPER			
Applicants: _____		Funded at: _____ %	
DR _____	PW _____	CAT _____	Period of PW: _____ to _____

<p><b><u>FORCE ACCOUNT LABOR</u></b></p> <p><input type="checkbox"/> Overtime policy at time of PW _____</p> <p><input type="checkbox"/> Compensatory time off policy at time of PW _____</p> <p><input type="checkbox"/> Exempt employee overtime policy at time of PW _____</p> <p><input type="checkbox"/> Exempt employee comp time policy at time of PW _____</p> <p><input type="checkbox"/> Employee fringe rate calculations at time of PW _____</p> <p><b>Note:</b> Fringe rate calculations may be based on individual rate calculations, employee type group calculations or total applicant employee group calculations.</p> <p><input type="checkbox"/> Proof of employment (HR support documents)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Prior to disaster start date _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Justification for hire date after disaster _____</p> <p><input type="checkbox"/> Proof of wage/hourly rate (HR support docs) _____</p> <p><input type="checkbox"/> Employee &amp; supervisor signed timesheets _____</p> <p><input type="checkbox"/> Proof of payment</p> <p style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and back _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and bank statement _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Automated payroll logs w/bank statement _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Direct deposit warrants _____</p> <p><input type="checkbox"/> FEMA Forms 90-123 or equivalent _____</p> <p><input type="checkbox"/> FEMA Forms 90-128 or equivalent (fringe) _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b><u>DIRECT ADMINISTRATIVE COSTS</u></b></p> <p><input type="checkbox"/> Named employee identified to this PW _____</p> <p><input type="checkbox"/> Named employee time spent on this PW _____</p> <p><input type="checkbox"/> Specific tasks performed by employee _____</p> <p><b>Note:</b> Tasks must be detailed and specific to this PW. A list or S/Sheet will help support.</p> <p><input type="checkbox"/> Overtime policy at time of PW _____</p> <p><input type="checkbox"/> Compensatory time off policy at time of PW _____</p> <p><input type="checkbox"/> Exempt employee overtime policy at time of PW _____</p> <p><input type="checkbox"/> Exempt employee comp time policy at time of PW _____</p> <p><input type="checkbox"/> Employee fringe rate calculations at time of PW _____</p> <p><b>Note:</b> Fringe rate calculations may be based on individual rate calculations, employee type group calculations or total applicant employee group calculations.</p> <p><input type="checkbox"/> Proof of employment (HR support documents)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Prior to disaster start date _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Justification for hire date after disaster _____</p> <p><input type="checkbox"/> Proof of wage/hourly rate (HR support docs) _____</p> <p><input type="checkbox"/> Employee &amp; supervisor signed timesheets _____</p> <p><input type="checkbox"/> Proof of payment</p> <p style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and back _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and bank statement _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Automated payroll logs w/bank statement _____</p> <p style="padding-left: 20px;"><input type="checkbox"/> Direct deposit warrants _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**Note:** All Initialed items are on file in the in this PW's audit package maintained by the Audit Unit, Standards and Compliance Section, TDEM.

WORKING PAPER				
Applicant: _____			Funded at: _____ %	
DR _____	PW _____	CAT _____	Period of PW: _____ to _____	

<u>FORCE ACCOUNT EQUIPMENT</u>	<u>Initial</u>	<u>DIRECT ADMINISTRATIVE COSTS (Management Team)</u>	<u>Initial</u>
<input type="checkbox"/> Equipment ownership documents	_____	<input type="checkbox"/> Named employee identified to this PW	_____
<input type="checkbox"/> Equipment inventory listing prior to PW start date	_____	<input type="checkbox"/> Named employee time spent on this PW	_____
<input type="checkbox"/> Equipment maintenance schedule	_____	<input type="checkbox"/> Specific tasks performed by employee	_____
<input type="checkbox"/> Equipment activity logs (no operator, i.e. pump)	_____	<b>Note:</b> Tasks must be detailed and specific to this PW. A list or S/Sheet will help support.	
<input type="checkbox"/> Signed equipment operating logs with operator	_____	<input type="checkbox"/> Proof of employment	_____
<input type="checkbox"/> Proof of employment (HR support documents)	_____	<input type="checkbox"/> Prior to disaster start date	_____
<input type="checkbox"/> Prior to disaster start date	_____	<input type="checkbox"/> Justification for hire date after disaster	_____
<input type="checkbox"/> Justification for hire date after disaster	_____	<input type="checkbox"/> Employee & supervisor signed timesheets	_____
<input type="checkbox"/> Employee & supervisor signed timesheets	_____	<input type="checkbox"/> Proof of payment	_____
<input type="checkbox"/> Proof of payment	_____	<input type="checkbox"/> Copies of check front and back	_____
<input type="checkbox"/> Copies of check front and back	_____	<input type="checkbox"/> Copies of check front and bank statement	_____
<input type="checkbox"/> Copies of check front and bank statement	_____	<input type="checkbox"/> Automated payroll logs w/bank statement	_____
<input type="checkbox"/> Automated payroll logs w/bank statement	_____	<input type="checkbox"/> Direct deposit warrants	_____
<input type="checkbox"/> Direct deposit warrants	_____	<input type="checkbox"/> Management team invoices	_____
<input type="checkbox"/> FEMA Forms 90-127 or equivalent	_____	<input type="checkbox"/> Explanation for allocation of costs if applicable	_____
_____	_____	<input type="checkbox"/> Proof of payment	_____
_____	_____	<input type="checkbox"/> Copies of check front and back	_____
_____	_____	<input type="checkbox"/> Copies of check front and bank statement	_____
_____	_____	<input type="checkbox"/> Automated payroll logs w/bank statement	_____
_____	_____	<input type="checkbox"/> Direct deposit warrants	_____
_____	_____	<input type="checkbox"/> Contract	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: All initialed items are on file in the in this PW's audit package maintained by the Audit Unit, Standards and Compliance Section, TDEM.



WORKING PAPER					
Applicant: _____			Funded at: _____ %		
DR _____	PW _____	CAT _____	Period of PW: _____	to _____	

<u>CONTRACTS</u>	<u>Initial</u>	<u>SUB-CONTRACTOR CONTRACTS</u>	<u>Initial</u>
<input type="checkbox"/> Contract procurement policy	_____	<input type="checkbox"/> Subcontractor EPLS debarment check	_____
<input type="checkbox"/> State & local intergovernmental agreements	_____	<input type="checkbox"/> Contract	_____
<input type="checkbox"/> Proof of a contract administration system	_____	<input type="checkbox"/> Proof of applicant & contractor contract monitoring	_____
<input type="checkbox"/> History of each contract procurement	_____	<input type="checkbox"/> Sub-contractor invoices	_____
<input type="checkbox"/> Rationale for method of procurement	_____	<input type="checkbox"/> Proof of payment	_____
<input type="checkbox"/> Selection method for contract type	_____	<input type="checkbox"/> Copies of check front and back	_____
<input type="checkbox"/> Contractor selection/rejection criteria	_____	<input type="checkbox"/> Copies of check front and bank statement	_____
<input type="checkbox"/> Basis for contract price	_____	<input type="checkbox"/> System payment logs w/bank statement	_____
<input type="checkbox"/> Publicly advertised request for bids	_____	<input type="checkbox"/> Direct deposit warrants	_____
<input type="checkbox"/> Proof of public opening of bids	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> Copies of received bids	_____	<input type="checkbox"/> _____	_____
<input type="checkbox"/> Bid acceptance mechanism (minutes, PO, etc)	_____		
<input type="checkbox"/> Contractor/Sub-contractor EPLS debarment check	_____		
<input type="checkbox"/> Documented reason lowest bid was not accepted	_____		
<input type="checkbox"/> Contracts	_____		
<input type="checkbox"/> Proof of State & applicant contract monitoring	_____		
<input type="checkbox"/> Contractor invoices	_____		
<input type="checkbox"/> Proof of payment	_____		
<input type="checkbox"/> Copies of check front and back	_____		
<input type="checkbox"/> Copies of check front and bank statement	_____		
<input type="checkbox"/> System payment logs w/bank statement	_____		
<input type="checkbox"/> Direct deposit warrants	_____		
<input type="checkbox"/> FEMA Forms 90-126 or equivalent	_____		
<input type="checkbox"/> Reason Time & Materials contract exceeds 70 hours	_____		
<input type="checkbox"/> _____	_____		
<input type="checkbox"/> _____	_____		
<input type="checkbox"/> _____	_____		

<u>NON-COMPETITIVE PROPOSAL CONTRACTS</u>	
<input type="checkbox"/> Justification of public exigency or emergency	_____
<input type="checkbox"/> Proof of only single source availability	_____
<input type="checkbox"/> Proof TDEM authorized proposal method	_____
<input type="checkbox"/> Proof competition is determined inadequate	_____
<input type="checkbox"/> _____	_____
<input type="checkbox"/> _____	_____

<u>QUALIFICATION BASED CONTRACTS (A&amp;E)</u>	
<input type="checkbox"/> Copies of request for proposal	_____
<input type="checkbox"/> Proof of adequate number of sources solicited	_____
<input type="checkbox"/> Contractor proposal technical evaluation method	_____
<input type="checkbox"/> Reason for selection	_____
<input type="checkbox"/> _____	_____
<input type="checkbox"/> _____	_____

Note: All initialed items are on file in the in this PW's audit package maintained by the Audit Unit, Standards and Compliance Section, TDEM.

WORKING PAPER					
Applicant: _____			Funded at: _____ %		
DR _____	PW _____	CAT _____	Period of PW: _____	to _____	
<b>DEBRIS REMOVAL (CAT. A)</b>		<u>Initial</u>	<b>INCIDENTALS</b>		<u>Initial</u>
<input type="checkbox"/>	First pass FHWA debris removal documentation	_____	<input type="checkbox"/>	FEMA cost overrun permission	_____
<input type="checkbox"/>	Proof of disposal site certification	_____	<input type="checkbox"/>	Applicant cost underrun explanation	_____
<input type="checkbox"/>	Proof of truck load certification	_____	<input type="checkbox"/>	FEMA scope of work change permission	_____
<input type="checkbox"/>	Haul and/or disposal site tickets	_____	<input type="checkbox"/>	Other funds explanation letter	_____
<input type="checkbox"/>	Salvage value statement	_____	<input type="checkbox"/>	Duplication of benefits denial certification	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	Interest on advance funds resolution letter	_____
<input type="checkbox"/>	_____	_____	<b>Donated Resources</b>		
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<b>INSURANCE</b>			<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Letter explaining reason for no insurance coverage	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Letter explaining why did not file insurance claim	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Insurance policy	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Insurance claim/filing	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Insurance deductible & how it applies	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Insurance approval/denial document	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Insurance proceeds how applied to each PW	_____	<input type="checkbox"/>	_____	_____
<b>(ANTICIPATED INSURANCE)</b>			<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	Expected application of insurance to each PW	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____

Note: All initialed items are on file in the in this PW's audit package maintained by the Audit Unit, Standards and Compliance Section, TDEM.



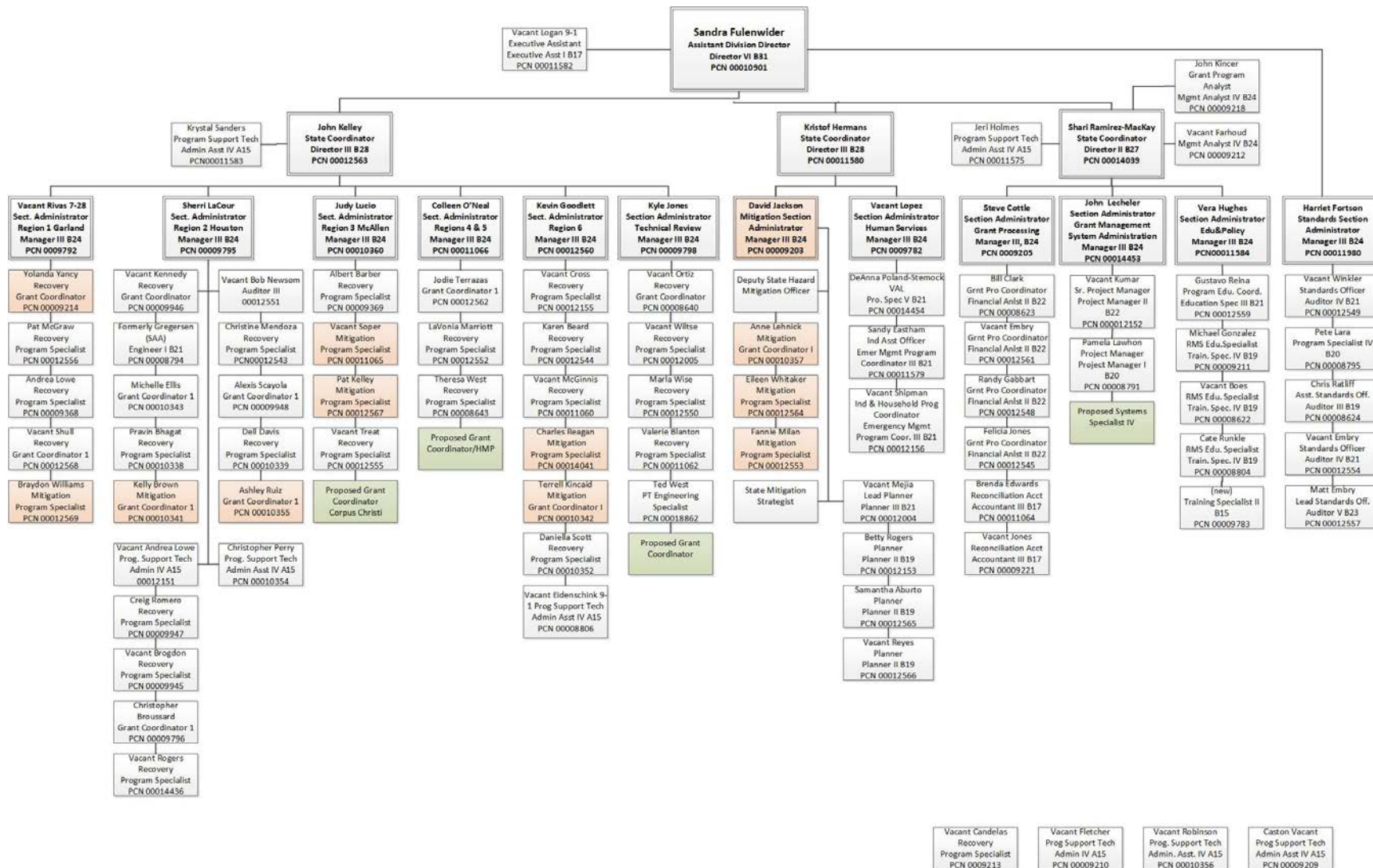


Date:		<b>OVERALL CLAIM SUMMARY</b>			
Applicant:		DR:	PW:	Approved:	
			CAT:	Substantiated: \$0.00	
Note: Substantiated is defined as applicant total costs that are validated by the auditor either by sampling or 100% validation. They do not include any questioned costs.		Funded at:		Obligate: \$0.00	
				De-obligate: \$0.00	

	FEMA Approved Amount	TDEM Substantiated Amount	Applicant Claimed Amount	Substantiated Minus Applicant Claimed Amount	Substantiated Minus FEMA Approved Amount	Add note number if explanation provided.
Force Account Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Force Account Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Direct Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Force Account Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Actual Insurance Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Anticipated Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Incidentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Donated Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Questioned Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

**Note 1:** Brief explanation of a mismatch between FEMA Approved, Applicant Claimed and TDEM Substantiated.

## Appendix L: Organization Chart and Recovery Staffing Plan



Staffing Pattern during Field Deployment – These boxes may represent individuals, teams or multiple teams depending on the size of the disaster.

The amount of staffing will be determined using a variety of factors, such as those listed below:

- Size of the disaster
- # of impacted entities
- Size of the response
- # amount of estimated damages
- Sophistication of Subrecipients (reference knowledge of grant rules and procedures)
- # of grant programs awarded
- # of categories awarded
- Total # of subgrants awarded
- # of projects over \$1 million
- # of projects over \$10 million

