

**STATE OF TEXAS
ADMINISTRATIVE PLAN FOR PUBLIC ASSISTANCE**

I. AUTHORITY

A. State

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

B. Federal

1. Public Law 93-288, as amended (Stafford Act)
2. Disaster Mitigation Act of 2000
3. FEMA Regulations, 44 CFR Parts 206 & 207
4. FEMA Regulation 44 CFR Part 204.51 for Fire Management Assistance Grants
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Executive Order 12372, Intergovernmental Review of Programs and Activities
8. Executive Order 12549, Debarment and Suspension
9. Executive Order 12612, Federalism
10. Executive Order 12699, Seismic Design
11. Executive Order 12898, Environmental Justice
12. Coastal Barrier Resources Act, Public Law 97-348
13. Single Audit Act, Public Law 98-502
14. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
15. 44 CFR, Emergency Management and Assistance
16. Sandy Recovery Improvement Act publications
17. 16 U.S.C. § 470, National Historic Preservation Act
18. 16 U.S.C. § 1531, Endangered Species Act References
19. FEMA program publications, guidance and policies
20. OMB Circulars
21. FEMA-State Agreements

II. PURPOSE

The purpose of this plan is to identify the roles and responsibilities of the State of Texas in administering the Public Assistance and Fire Management Assistance Grant 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 A and B above. The State of Texas acknowledges that funding under the FEMA Public Assistance (PA) Program and Fire Management Assistance Grant 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 disasters occurring after January 1, 2015.

III. CONCEPT OF OPERATIONS

Definitions

1. **Advance Payment:** A payment that a Federal awarding agency or subrecipient makes by any appropriate payment mechanism, including a predetermined payment schedule, before the subrecipient disburses the funds for program purposes.
2. **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 Public Assistance funding for permanent restoration on that facility for other purposes.
3. **Subaward:** A portion of an 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 subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
4. **Subrecipient:** A government or other legal entity which receives an award and which is accountable to the Grantee for the use of funds provided. The subrecipient is responsible for the non-federal portion of its Public Assistance grant.

5. **Audit Finding:** Deficiencies noted by an auditor as required by §200.516 Audit findings, paragraph (a) to report in the schedule of findings and questioned costs.
6. **Auditee:** Any non-Federal entity that expends Federal awards funds requiring an audit in accordance with 2 CFR Subpart F—Audit Requirements.
7. **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.
8. **CFDA:** Catalog of Federal Domestic Assistance - the number assigned to a Federal program.
9. **CFDA Program Title:** Title of the program under which the Federal award was funded.
10. **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 §200.343 Closeout.
11. **Corrective Action:** Action taken by the auditee that:
 - a. Corrects identified deficiencies;
 - b. Produces recommended improvements; or
 - c. Demonstrates that audit findings are either invalid or do not warrant auditee action.
12. **Cost Sharing or Matching:** The portion of project costs not paid by Federal funds (unless otherwise authorized by Federal statute). See also §200.306 Cost sharing or matching.
13. **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.
14. **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.
15. **Disaster District Committee (DDC):** A regionally based emergency operation committee chaired by local DPS regional commanding officers. The committee consists of representatives from regionally based state agencies, boards, commissions and organized volunteer groups. The purpose is to coordinate regional response activities and assets, and to support state-wide disaster events.

16. **Emergency Management Mission Integrated Environment (EMMIE):** Next-generation computer information system utilized by FEMA in management of Public Assistance grants. This system is web-based and will allow subrecipients to access their grant information via the World Wide Web.
17. **Expedited Funding:** Expedited payments can be made to subrecipients who participated in the Preliminary Damage Assessment and who have applied for Public Assistance. 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.
18. **Federal Coordinating Officer:** The person appointed by the President of the United States to coordinate Federal assistance in an emergency or disaster declaration.
19. **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 Manager, of FEMA Region VI.
20. **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.
21. **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 §§200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b) and 200.332 Fixed amount subawards.
22. **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).
23. **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 audits.

24. **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:
- a. 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;
 - b. 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.
 - c. Does not include an agreement that provides only:
 - (1) Direct United States Government cash assistance to an individual;
 - (2) A subsidy;
 - (3) A loan;
 - (4) A loan guarantee; or
 - (5) Insurance.
25. **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.
26. **Hazard Mitigation (Section 406 Mitigation):** Section 406 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.
27. **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% of the Preliminary Damage Assessment (PDA) for Categories A and B. The State will work with Expedited Payments rather than INF whenever possible.
28. **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; and **Improper payment** includes 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 Recovery Act - IPERA)

29. **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 repair portion of the expenses.
30. **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.
31. **Large Projects/Small 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. As of February 26, 2015, the new threshold for small projects is \$121,600 with a minimum eligibility of \$3,040. Project thresholds for grants prior to February 26, 2014 remain in effect.
32. **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.
33. **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.
34. **Pass-Through Entity:** A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
35. **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.
36. **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 §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).
37. **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 period of performance except as provided in §200.307 paragraph (f). (See §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 §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.

- 38. **Project Cost:** Total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.
- 39. **Project Worksheet (PW):** A form used to record the eligible scope of work, the quantitative cost estimate and completion deadlines. May also be referred to as a subgrant application.
- 40. **Questioned 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.
- 41. **Request for Public Assistance (RPA):** The form that a potential subrecipient uses to apply for assistance.
- 42. **Special Considerations:** Issues that may involve insurance, floodplain management, hazard mitigation, historic preservation and/or environmental reviews as they relate to Public Assistance program funding.

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

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

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

1. Submitting the Application for Federal Assistance (SF-424).
2. Complying with Federal and State program and grant administrative requirements.
3. Conducting and participating with FEMA in conducting damage surveys to serve as a basis for obligations of funds to subrecipients.
4. Notifying potential subrecipients of the availability of assistance.
5. Conducting Subrecipient Briefings.
6. Participating in the Kick-off Meetings.
7. Assigning State staffing to work with FEMA Public Assistance Crew Leaders (PACLs) and Project Specialists (PSs) to assist in the development of the subrecipient's applications and enforcing Special Considerations requirements.
8. Assisting FEMA in determining work and subrecipient eligibility.
9. Requesting Immediate Needs Funding on behalf of the subrecipients.
10. Assisting the subrecipient in identifying areas for hazard mitigation.
11. Processing requests for appeals, time extensions, improved projects, advances and reimbursements.
12. Forwarding requests with the State's recommendation to FEMA on appeals, alternate project requests and improved project requests (if required).
13. Complying with administrative requirements of 2 CFR Subpart B – General Provisions, Subpart C – Pre-Federal Award Requirements, Subpart D – Post Federal Award Requirements and Subpart F – Audit Requirements.
14. Securing insurance information from subrecipients as required by Stafford Act and 2 CFR 200.310 Insurance Coverage
15. Reviewing and certifying project completion information.
16. Conducting quarterly reviews, site inspections and grant compliance reviews, as required ensuring program compliance.
17. Determining budget and staffing requirements necessary for proper program management.

B. Assignment of Responsibilities

1. 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 State compliance with the FEMA-State Agreement. 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 Assistant Director] of TDEM

Alternate Governor's Authorized Representatives:

- 1) Deputy Assistance Director - Recovery, Mitigation and Standards
- 2) Deputy Assistance Director - Operations
- 3) Deputy Assistance Director - Finance
- 4) TDEM Chief of Staff
- 5) TDEM Regional Coordinator Supervisor

2. **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 Assistant Director] of TDEM

Alternative State Coordinating Officers:

- 1) Deputy Assistant Director – Recovery Mitigation & Standards
- 2) State Coordinator - Recovery
- 3) State Coordinator - Mitigation & Standards
- 4) State Coordinator – Regional Disaster Finance

V. ADMINISTRATION

An Organizational Chart and the Recovery Staffing Plan can be found in **Attachment 11**.

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

1. Deputy Assistant Director (DAD) – is the Alternate GAR and sets all guidelines and policy for the program.
2. State Coordinators (SC) – is an Alternate SCO and will be 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.
3. Section and Grant Administrators (SA) (GA) – 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.

4. Recovery Officers (RO) – acts as a team lead and reviews routine documentation related to subrecipient claims to ensure proper handling by staff; conducts staff training and assigns workloads; informs supervisors concerning any issues or problems that arise; may act as project officer for complex claims.
5. Assistant Recovery Officers (ARO) – acts as project officer 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; conduct site visits; process requests for payment, appeals, project closeout, and assists the RO as needed.
6. Program Support Technicians (PST) – perform the following routine duties: update data base, process incoming/outgoing mail from subrecipients and FEMA, forward mail to assigned ARO/RO, copy, scan, process routine office related procurements, make travel arrangements for staff, may act as project officer for small projects, and other administrative or clerical duties as assigned.
7. Regional Coordinator (RC) – coordinates the District Coordinators and assists the Disaster District Committee (DDC) in monitoring resources and assets for the region.
8. District Coordinator (DC) – represents the DDC, coordinates local and State response support requests, and liaison for TDEM Recovery with local subrecipients
9. Regional Disaster Finance Coordinator (RDFC) – provides advance and just-in-time financial and grant training to subrecipients.
10. Standards Officers (SO) – responsible for ensuring compliance of all program subrecipients with requirement of A-133; performing internal program reviews as assigned by DAD or SC to assist in ensuring program compliance with all Federal requirements.
11. Agency Finance Staff – process payment request submitted by TDEM including making drawdowns of federal funds from the SmartLink system into DPS accounts; prepares and submit financial and closeout 425 reports using the agency accounting system reports.
12. Other Support Personnel – Other agency staff may assist in program activities as needed supporting function such as: procurement, business process reviews, internal audit, information technology, asset inventory, staff training, etc.

Staffing is made up of a combination of state full-time staff, federally funded full-time staff, federally funded contractors and federally funded part-time (reservist) staff. The mix or makeup of the staff will differ based on the size and needs of a particular disaster.

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 (413) (414) and Appendix VII to Part 200.

VI. DIRECTION AND CONTROL

A. Pre-Declaration Activities

1. Preliminary Damage Assessment – As per the State's Basic Plan, TDEM will conduct Preliminary Damage Assessments (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.
2. 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 in identifying 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.

B. Post Declaration Activities

1. **Notifying Potential Subrecipients:** TDEM Recovery staff will work with TDEM District Coordinators(s), Regional Coordinator(s), Public Information Officer(s), Regional Councils of Government, County Judges, City Mayors, Chief Financial Officer, County/City Auditors and County/City Emergency Management Coordinator(s) to notify potential subrecipients of the assistance that is available and the time and date of the subrecipient's briefing which will be held in their area. TDEM 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:
 - a. 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.

- b. Once the grant has been announced, TDEM will send an announcement to County Judges, County Finance Executives and EMCs notifying them of a Subrecipients' Briefing. This consists of a letter announcing the Subrecipients' Briefing date, time and location as well as discussions about subrecipients that are potentially eligible to receive assistance.
 - c. Subrecipients' Briefing – Once a designated area has been approved for Public Assistance, members of the TDEM staff will conduct a Subrecipients' Briefing. The number of potential subrecipients and the area involved in the disaster will determine the number of briefings held. A recorded Subrecipients' 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.
 - d. Request for Public Assistance (RPA) – The subrecipient will be required to submit to TDEM, a RPA within 30 days from the date their county was designated for Public Assistance. 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 request can be submitted by several ways: in person, by scanned copy, faxed or regular mail.
 - e. Designation of Subrecipient's Agent (DSA) – An subrecipient's Chief (Elected) Official will be required to designate an agent in writing (**Attachment 3**) 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 Attachment 2 and the requirements of the grant as found in Attachment 4.** 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.
 - f. In the event that a subrecipient hires a consultant to assist them with managing their Public Assistance grants, the subrecipient's Chief (Elected) Official will be required to provide a letter indicating the consultant's name(s) and that TDEM is authorized to discuss the subrecipient's grant with them. 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.
2. **SF-424 Submittal** – TDEM staff will prepare a hard-copy 424 and have it signed by the appropriate manager then submitted as an attachment during this process.

In the event that a subrecipient indicates they are delinquent on Federal debt when filling out block 17 on the Application for Federal Assistance (SF-424), the subrecipient must provide TDEM in writing an explanation as to the delinquency. TDEM will withhold all funding for the subrecipient until such time as the debt is cleared and subrecipient supplies TDEM with appropriate documentation showing it has been cleared (Per 2 CFR 200.305(6)(ii)).

3. **Determining Subrecipient Eligibility** - TDEM will assist FEMA in screening all potential subrecipients for eligibility under the Public Assistance Grant Program. The Recovery Officer and Grant Administrator will begin to initiate the payment process once the eligibility decision has been made and after reimbursement documentation has been reviewed. Final approval of funds will be authorized by the Section Administrator or the State Coordinator. 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:

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

- 1) Eligible PNP operators of critical service facilities will apply to the Public Assistance program for both emergency work and permanent work.
- 2) 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.
- 3) All Eligible PNPs may apply to the Public Assistance program for emergency work regardless of whether or not they operate critical service facilities.

- c. 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.
- 4. **Kick-Off Meeting** – Meeting scheduled by TDEM and FEMA following the Applicants' Briefing in order for FEMA and the State to provide the subrecipient with in-depth information required to meet specific requirements of the Public Assistance program. It is during this meeting that the subrecipient is advised of what records must be kept, cost estimating procedures, Special Considerations, project grouping and the project validation process is explained. The subrecipient is expected to provide a list of specific damages with costs. This meeting is also considered the initial visit date that starts the time limitation for reporting additional damage.

C. Project Preparation

- 1. **State Participation** – The State will participate in the Public Assistance process by:
 - a. Assigning State Subrecipient Liaisons with FEMA Public Assistance Crew Leaders (PACLs) and/or Project Specialists (PSs).
 - b. Participating in the project validation process.
 - c. Providing State technical support personnel to assist with highly technical projects or resolve disputes.
 - d. Assisting FEMA and the subrecipient in identifying costs associated with the disaster as provided by Section 206 of the Stafford Act. Such preliminary damage assessments are used to verify the extent of damage and estimate uninsured costs to public infrastructure damaged during a disaster, as well as estimate costs related to the disaster response.
 - e. Assisting FEMA and the subrecipient 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.
 - f. Supporting local jurisdictions by assigning Recovery Officers/Assistant Recovery Officers (RO/ARO) to assist subrecipients through the Public Assistance process.
 - g. Additional Staff Functions:
 - 1) Process payments for subrecipient
 - 2) Close-out and reconcile subrecipient

- 3) Process appeals
 - 4) Provide technical assistance to subrecipients on procedures, eligibility, guidance and deadlines
2. **Subrecipient Participation** – The subrecipient will be required to provide a local inspector who will accompany the Federal - State team during the project preparation process. The local inspector will be:
- a. Responsible for providing a list of damages and costs for small projects and encouraged, if capable, to develop the small projects.
 - b. Responsible for identifying large projects.
 - c. Responsible for resolving and submitting insurance coverage and settlements.
 - d. Identifying hazard mitigation opportunities.
3. **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 Kick-Off meeting. If warranted, TDEM will request an extension of time in order to report additional damage.
4. **Re-inspections** – TDEM will notify FEMA of re-inspections required or requested by a subrecipient.

D. Public Assistance Administration and Funding Requirements

- 1. **Grant Approval** – TDEM will submit an "Application for Federal Assistance" (SF 424), and an "Assurances for Construction" Programs (SF 424D), to FEMA 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 FEMA.
- 2. **Subrecipient Subgrant** – Once projects are approved by FEMA, TDEM will be responsible for the final processing and distribution of the subrecipient package and for initiating payments in accordance with paragraph 3 below. TDEM will notify subrecipients when their award is prepared and ready for signature. The following outlines the information that will be sent to the subrecipients when accepting their subgrant. The subgrant award will consist of the following documents:
 - 1. TDEM award letter
 - 2. Public Assistance Grant Summary (P.5)
 - 3. Project Application Summary (P.2)
 - 4. FEMA Project Worksheets (PW)
 - 5. Grant Terms and Conditions, including: **(Attachment 4)**

- Assurances – Non-Construction/Construction Programs (SF 424B/424D)
- State of Texas Assurances
- Certifications for Grant Agreements
- Environmental Review Certification
- Additional Grant Conditions
- Additional Grant Certifications

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.

3. Project Funding

- a. **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:
 - 1) 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.
 - 2) 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)
 - 3) If eligible damages are greater than \$5,000, a subrecipient must obtain and maintain insurance to cover the assisted facility for the hazard that caused the major disaster in the amount of the eligible damage to the facility. In situations where the purchase of insurance is required, FEMA will not obligate funding to cover the amount of federal assistance until an insurance binder has been submitted by the subrecipient to TDEM and is forwarded to FEMA in accordance with the Stafford Act, Section 311.
 - 4) 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 to return the amounts indicated in the project.

- 5) Assistance will not be provided under Section 406 (Mitigation Measures) 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 for flood damaged items not covered by standard NFIP policy will be eligible.

b. Types of Funding

- 1) **Small Projects** – Funding for small projects will be based on the federal share of the project estimate. 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 funds expenditures, subrecipients are required to ensure all small projects are completed in accordance with the approved scope. TDEM will monitor small projects to ensure that proper source documentation is being kept, the project work is being done within scope and that Small project administration is being done in accordance with general grant guidance.

The threshold for small projects is \$121,600 and the minimum amount for a Public Assistance project is \$3,040. Both thresholds will be updated annually based on Consumer Price Index (CPI).

- 2) **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 documents.

For large projects that were 100% complete when written, 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, duplication of benefits verification, and P-4 submission. The remainder of the funding will be provided to the subrecipient following closeout review of the project.

In special circumstances, the Chief [DPS Assistant Director] of the Texas Division of Emergency Management or the Deputy Chief [DPS Deputy Assistant Director] for TDEM Recovery may authorize, in writing, approval to release an additional percentage (%) of Federal funding for large projects to specific subrecipients who have suffered catastrophic damages. The subrecipient will need to provide documentation to support the proper expenditure of the funds promptly. In the event that this provision is exercised, a courtesy email will be sent

to FEMA notifying them of this occurrence with information as to the subrecipient(s) involved.

3) 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.

4) 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:

- (a) 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.
- (b) 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.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) 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 Federal Government.
- (e) 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.

5) Withholding Payments Per 2 CFR 200.305 (6) (i) (ii) (iii) (iv) and 200.305 (a)(b)– 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.

- 6) **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% of the Preliminary Damage Assessment (PDA) for Categories A and B times the Federal Share percentage (generally 75%). 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.

4. **Risk Assessments (2 CFR 200.205):**

- a. In order for TDEM to determine a payment schedule of Advancement of Funds or Reimbursement, a risk assessment will be performed on the subrecipient based on the following criteria:
 - 1) Financial stability
 - 2) Quality of management systems and ability to meet the management standards prescribed in this part;
 - 3) 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;
 - 4) Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits; and
 - 5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities (subrecipients).
 - 6) Compliance with Suspension and Debarment requirements as described in 2 CFR 200.212
- b. The subrecipient will be on a reimbursement schedule when the following conditions apply as per 2 CFR 200.207
 - 1) Subrecipient has a history of failure to comply with the general or specific terms and conditions of a Federal award
 - 2) Subrecipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - 3) Subrecipient is not otherwise responsible.
- c. In the event a subrecipient is determined to have significant risk based on the above conditions, the Federal awarding agency and/or TDEM may include additional conditions, per 2 CFR 200.207, such as:

- 1) Require payments as reimbursements rather than advance payments;
 - 2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Requiring additional project monitoring;
 - 5) Requiring the subrecipient to obtain technical or management assistance; or
 - 6) Establishing additional prior approvals.
- d. If additional considerations are imposed upon a subrecipient, TDEM will:
- 1) Discuss the nature of the additional requirements
 - 2) Explain the reason why the additional requirements are being imposed;
 - 3) The nature of the action needed to remove the additional requirement, if applicable
 - 4) The time allowed for completing the actions if applicable, and
 - 5) The method for requesting reconsideration of the additional requirements imposed.
- e. **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 for non-compliance with any term of an award:
- 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

As per TDEM's Grant Administration Guide, risk assessment is a process that 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.

Any specific conditions will be promptly removed once the conditions that prompted them have been corrected.

5. **Payment of Funds Request (Large Projects)** – A subrecipient may request payment of funds on approved large projects by completing the “Payment of Funds” request form (**Attachment 5**) and providing supporting documentation that justifies the request. The total payment for any one project will not exceed 75% of the Federal share and must amount to at least \$5,000 in expenses. For on-going projects payment request should normally be submitted at least quarterly. Payment may be requested under the following conditions:

- a. Working capital advance are funds needed to pay for approved project scope of work 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.
- b. Normal advances of 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.
- c. Reimbursement of funds are needed to pay 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.

In special circumstances, the Chief [DPS Assistant Director] of the Texas Division of Emergency Management or the Deputy Chief [DPS Deputy Assistant Director] for TDEM Recovery may authorize, in writing, approval to accept a different spend plan for incomplete large projects to specific subrecipients who have suffered catastrophic damages and have demonstrated a financial hardship. The subrecipient will need to provide documentation to support the proper expenditure of the funds promptly. In the event that this provision is exercised, a courtesy email will be sent to FEMA notifying them of this occurrence with information as to the subrecipient(s) involved.

A payment request will be processed once it has been approved by TDEM. The subrecipient will be required to refund within 30 days of receiving the de-obligation notice from TDEM any part of a payment that is not supported by cost documents, not expended within the approved scope of the project and/or is otherwise an unreasonable expenditure in violation of federal grant guidance.

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.

If the non-Federal entity (subrecipients) cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis (2 CFR 200.305 (4)). Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

6. **Recouping of Federal Funds** – If an approved project is totally or partially de-obligated, the subrecipient will be notified as soon as possible. Reimbursement to TDEM will be requested once a supplemental project version (de-obligating the approved funding) is processed. Should TDEM have to return any additional federal funds identified after closeout, the Division will work with subrecipients in obtaining payment. Once payment is received, federal payment will be made via check to FEMA, or preferably as an offset in SmartLink, indicating the associated disaster.
7. **Owed Federal Funds (Per 2 CFR 200.345)** – Any funds owed to the Federal government must be paid within 90 days after demand. If funds have not been reimbursed, the following actions may occur:
 - a. Administrative offset against other requests for reimbursement
 - b. Withholding of advance payments
 - c. Other actions permitted by Federal statute

- d. The Federal awarding agency will charge interest for overdue debt in accordance with Federal Claims Collection Standards 31 CFR 900-999.
8. **Payment Tracking (2 CFR 200.302)** – TDEM Recovery will make use of Grant Management Software for payments to subrecipients and State Management costs in order to track the progress of payments. As payment requests are forwarded for payment, the documents are reviewed and approved by the appropriate levels of management to ensure proper tracking and management of payments.
9. **Administrative Compliance**
- a. **Tracking Funds** – PA funds will be tracked by disaster and subrecipient utilizing NEMIS/EMMIE, TDEM's Grant Management System and/or USAS. For all disasters after April 1, 2015 PA funds will be tracked on a project basis.
 - b. **Excess Cash** – TDEM draws down money from SmartLink, FEMA's cash management tracking program, as money is needed. The Cash Management and Improvement Act require 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 \$100), the money will be transferred back into SmartLink or paid by check to FEMA upon discovery.
 - c. **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 NEMIS/EMMIE reports to those generated by TDEM's State Payment System. TDEM will reconcile financial reporting to the SF 425 report generated by TDEM and submit the required Federal Cash Transaction report to FEMA at a minimum of quarterly.
 - d. **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 the submittal of completed Project Completion Certification Reports (P.4) as well as quarterly reports submitted by the subrecipients. As closeout occurs for each subrecipient, the final cost-share for each subrecipient will be calculated and notated on the final closeout checklist form.

e. **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.

- 1) The non-Federal entity receives less than \$121,600 in Federal awards per year.
- 2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- 3) 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.
- 4) 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 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.

5) **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 Public Assistance program 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. 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.

- a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b) 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.

- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition

6) General Procurement Standards (2 CFR 200.317-319 - 325 and Appendix II to Part 200 (A-C) and (E-J)) – The non-Federal entity (subrecipients) must:

- a) 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.
- b) Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- c) 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.
- d) Avoid acquisition of unnecessary or duplicative items.
- e) Encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- f) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- g) 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.
- h) 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.
- i) 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.

7) 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.

8) **Procurement Methods.** The non-Federal entity (subrecipients) must use one of the following methods of procurement in accordance with 2 CFR 200.320.

- a) Procurement by micro-purchase
 - Currently set at \$3,000
- b) Procurement by small purchase procedures
 - Applies to contracts less than \$100,000
 - Requires only quotes
- c) Procurement by sealed bids
 - Preferred method when procuring construction contracts
 - Awarded to lowest responsive, reasonable bidder
- d) Procurement by competitive proposals
 - RFP: qualifications and price selection
 - RFQ: qualifications only based selection (Architectural and Engineering design services only)
- e) 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

9) **Underutilized Business Rules.** A non-Federal entity (subrecipient) must take all necessary steps listed in this section to contract with small and minority businesses, women's business enterprises and labor surplus area firms (2 CFR 200.321).

10) **Special Procurement Rules.** Contract costs and price, the non-Federal entity (subrecipients) must (2 CFR 200.323):

- a) Perform a **cost or price analysis** in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications (currently set at \$3,040).
- b) **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.
- c) **NOT** use a **cost plus a percentage** of cost and percentage of construction cost methods of contracting

11) **Inclusions of Required Contract Provisions.** Subrecipients, 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):

- a) Must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address 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.
- c) Equal Employment Opportunity.
- d) Contract Work Hours and Safety Standards Act
- e) Rights to Inventions Made Under a Contract or Agreement.
- f) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
- g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

10. **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, 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.

- a. **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 notification and a request to change the scope of work to TDEM within 60 days. TDEM will forward the request to FEMA with the state's recommendation. If disapproved, the subrecipient will be notified in writing why the request was denied and advised of their right to appeal the determination.
- b. **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. Mitigation proposals can amount up to 100 percent (for facilities identified in Appendix A of RP9526.1 Hazard Mitigation Funding Under Section 406 of the Stafford Act) in matching cost of the repair of the facility. 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 why the request was denied and advised of their right to appeal the determination.

- c. **Improved Projects** – A subrecipient must submit requests for improved projects to TDEM prior to beginning construction. This request should contain:

- 1) The reason for requesting an improved project.
- 2) A clearly defined description of the proposed work.
- 3) A time schedule of the work.
- 4) A cost estimate.
- 5) 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 why the request was denied and advised of their 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.

- d. **Alternate Projects** – A subrecipient must submit a request 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:

- 1) The reason for requesting an alternate project.
- 2) A clearly defined description of the proposed work.
- 3) A time schedule of the work.
- 4) A cost estimate.
- 5) 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% of the Federal share of the approved project estimate (or 75% for PNP subrecipients). If disapproved, the subrecipient will be notified in writing why the request was denied and advised of the right to appeal the determination.

11. **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 Public Assistance 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.

12. **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 (**Attachment 8**) 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.

TDEM may grant time extensions for emergency work (Categories A and/or B) upon written request of an individual subrecipient providing extenuating or justifiable circumstances beyond the subrecipient's control. 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 subrecipient 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 6 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 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 or withdrawn.

13. **Project Monitoring (2 CFR 200.301, 200.327 and 200.328)** – TDEM will monitor each subrecipient's projects on a project-by-project 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 will include subrecipient instruction on emergency projects, debris removal, 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 be completed by personal visits with the subrecipient, site visits/inspections of the project, desk audits of invoices and other supporting documentation and Quarterly Report progress monitoring.

14. **Project Completion(2 CFR 200.201 (3), 200.343, 200.344 and 200.345)** –

- a) Upon completion of all approved work for each project, the subrecipient will be required to submit a Project Completion and Certification Report (FEMA P.4) to TDEM certifying that all work has been completed in accordance with the grant terms and conditions and/or State agreements for each specific project. The subrecipient should not wait until all projects on a P.4 are completed in order to notify TDEM. Instead, they should submit a partial P.4 each time a project listed is completed. The P.4's certifies to FEMA that all projects were completed in accordance with the FEMA approvals, the work was completed, and the costs were incurred in the performance of eligible work.
- b) Upon completion of a Large Project, the subrecipient will also be required to submit a Claim Summary Form (**Attachment 7**) to TDEM that lists all labor, equipment, materials and contract costs associated with completing approved projects. A member of the TDEM staff will conduct a review of the project's documentation to verify the actual project cost. Subrecipients will be required to include all supporting documents not previously provided to TDEM with the Claim Summary Form necessary to conduct

the review. The Monitor's Workbook/Checklist Example (**Attachment 10**) will be used in conducting this review.

- c) 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 cost summary 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 cost summary from the subrecipient.
- d) Small Projects - At least 20% 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 100% complete when written and therefore previously reviewed during the project writing process. Also during routine monitoring visits by project officers a portion of the files for incomplete small projects will be checked to ensure that proper source documentation is being kept to support project payments and that allowability and other grant rules are being followed.
- e) The subrecipient will be required to return the federal funding that was provided for that project in accordance with paragraph VI.D.3.d 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.
- f) Projects with eligible costs and eligible damages above the large project threshold amount, but reduced because of anticipated insurance proceeds, will be reviewed on a case by case basis. Cost overruns on these types of projects will require a review of supporting cost and insurance documentation. Actual insurance proceeds for that particular project will be deducted from the eligible costs before any adjustments can be made. 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 could be reviewed in the 20% small project sample. Since no federal regulation exists offering guidance on this subject, the Public Assistance State Administrative Plan will serve as the rule.

15. **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% 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 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.
16. **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 their 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:
- a. Any FEMA/TDEM determination – 60 days from the written notice of the determination being appealed.
 - b. Second/Final Appeals – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the State Coordinator for Recovery 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.

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.

17. **Other Audits** – The Department of Homeland Security Office of Inspector General (OIG) may audit, at their option, the State PA grant, PA M&A expenditures and any applicable subgrants. The State Auditor's Office completes an single audit on the PA program each year [there have not been any years in the last 10 years where we have received less than \$500,000]. The DPS Chief Auditor's office also conducts routine financial and program audits regularly in accordance with Texas Government Code, Section 321.020.
18. **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.
 - c. A compliance review of all small projects will be conducted by TDEM if significant cost overruns occur. All large projects will be reviewed for compliance during the life of the project or, at a minimum, at its completion before closeout.
 - d. 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.
 - e. 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.
 - f. Failure of a subrecipient to comply with these provisions will result in management action as described in the section on High Risk Subrecipients (VI.D.3.f.6).

E. Records and Reports

1. **Progress Reports (2 CFR 200.328(1) and Appendix I (F)(3))** – TDEM will enter quarterly progress report information into EMMIE, which will explain the status of all large projects that have not received final payment. EMMIE quarterly reports will be used in lieu of paper reports. The project review will include cost and program compliance. The first quarterly report will be submitted at the end of the first full quarter following the date the JFO or subsequent PA processing center was closed.

In order to prepare the quarterly performance 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 and/or necessary paperwork submitted for review. **Attachment 8** is the

format that will be used for quarterly reviews. Once the subrecipient has completed the project and required documentation has been submitted, the responsibility for preparing quarterly reports shifts to TDEM personnel. TDEM will require quarterly progress reporting on of incomplete small projects and monitor their period of performance dates.

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

2. **Subrecipient Close-Out (2 CFR 200.343, 200.344 and 200.345)** – Each subrecipient will be closed-out once it is determined that all work has been completed, all payments have been made, all P.4's have been accounted for, all necessary documents have been received and verified and no further action is pending or anticipated. Final cost-share participation by the subrecipient will be calculated and noted on the final subrecipient closeout checklist maintained in the subrecipient's file folder. TDEM will notify FEMA when a subrecipient is ready to be closed-out, in accordance with
3. **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 breakout 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 each grant – and what was paid to subrecipient will be completed each quarter to allow time to review and certify the report online by the 30th. 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.

4. **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 sub recipient. 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.
5. **Property and Equipment (2 CFR 200.310, 200.311, 200.313, 200.329, 200.333 (c))** – Property, equipment and supplies acquired with Public Assistance 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 used 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 where they were acquired.
- Asset records must be maintained that include a description of the asset, a serial number or other identification number, the source of asset, who holds title, 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 no longer needed with a current per-unit fair market value of less than \$5,000 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.

For specific provisions on acquisition, use, management and disposition of assets and supplies, see 2 CFR 200.311 for real property, 200.313 for equipment, 200.314 for supplies, and 200.212 for debarred parties and procurement.

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.

6. **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.

F. Management Costs (2 CFR 200.330, 200.331, 200.412, 200.413 and 200.414) –

1. 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:
 - a. The State has elected not to reserve any 324 management cost 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. Request from subrecipient on a need for additional management cost will be reviewed by the TDEM [DPS Assistant Director] Chief on a case by case basis but will not exceed .05%
 - b. 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.
 - c. In the event that State costs for managing the disaster utilize 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.
2. **Record Retention (2 CFR 200.333 (a-f))** – State Management Costs records will be maintained by TDEM for three years following the final closeout notification of the Management Cost project to FEMA. 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.
3. **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 surplus with no further obligation toward FEMA. A life expectancy for most goods will be that of 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.

VII. DEVELOPMENT AND MAINTENANCE

This plan will be reviewed and updated annually 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.

VIII. SPECIAL CIRCUMSTANCES

From time to time exigent program issues arise that would require good program management to grant a waiver to policy 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 Assistant Director] of the Texas Division of Emergency Management or the Deputy Chief [DPS Deputy Assistant Director] for TDEM Recovery in writing.

IX. TEMPORARY PROVISIONS

Sandy Recovery Improvement Act (SRIA) of 2013

1. Kickoff Meetings– Approved projects that qualify for the SRIA pilot program will be discussed in great specificity during the Subrecipient's Brief. 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.
2. FEMA has been authorized to implement pilot programs under SRIA. The pilot programs are:
 - a. Alternate Procedures for Permanent Work
 - b. Debris Removal Alternate Procedures
 - c. Straight Time Force Account Labor
 - d. Dispute Resolution for Appeals
 - e. Donated Resources
 - f. Emergency Medical Care and Medical Evacuations
 - g. Simplified Procedures
3. 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.
4. 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.

5. Appeals:

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

Attachments:

1. Subrecipient Briefing Handout
2. Subrecipient Agent Checklist
3. Designation of Subrecipient's Agent form
4. 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”
5. Payment of Funds Request
6. Quarterly Report form
7. Claim Summary form
8. Time Extension Request form
9. Disaster Budget Plan (only for disaster-specific plans)
10. Monitor's Workbook/Checklist Example
11. Organization Chart and Recovery Staffing Plan

ATTACHMENT 1
(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
SUB RECIPIENT'S BRIEFING OUTLINE
FEMA DR-XXXX-TX**

A. GENERAL

- Sign-In Sheet
- Subrecipient 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
- 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)

- Subrecipient's 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

- Grant (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 subrecipient present

S. QUESTIONS & ANSWERS

ATTACHMENT 2

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 Subrecipients' 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

ATTACHMENT 3

DESIGNATION OF SUBRECIPIENT'S AGENT - FEMA XXXX DR TX
PUBLIC ASSISTANCE
Texas Division of Emergency Management – ATTACHMENT 3

Organization Name (hereafter named Organization)

Primary Agent		Secondary Agent	
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

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 & 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.

Chief Financial Officer		Certifying Official	
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

Month Day:

Subrecipient's Federal Employer's Identification Number

-- - - - -

Subrecipient's State Payee Identification Number

- - - - -

Certifying Official's Signature / Date

ATTACHMENT 4 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."

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 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 projects]:
- 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>.

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)

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>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at 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.
6. 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 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.
7. 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.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. 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.

10. 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/ 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.

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

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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.

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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 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 and the State Debarred Vendor List at: 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.

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.

Attachment 5

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

Attachment 6

TEXAS DIVISION OF EMERGENCY MANAGEMENT Quarterly Project Review

FEMA [redacted] DR - TX

Applicant [redacted] Date [redacted]

PA ID # [redacted] Project # [redacted]

Dates	Dollar Amounts
Project Completion Date	Project Amount
Time Extension Given?	Projected Cost
Extended Date	Amt. Spent to Date
Estimated Completion Date	Spent During Qtr.
Percent of Work Completed	%

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

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

For TDEM use only:
Was PW site visited by TDEM staff during quarter? [redacted]

Reviewer: [redacted]

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.

Attachment 7

Page _____ of _____

Texas Division of Emergency Management

Texas Department of Public Safety

Claim Summary Form

Applicant:			FEMA _____ DR TX	Project Number:	
Reference to Source Documents	Dates	Item Description	Line Item Amount	Total Claimed Actual Cost	Total Per Project
Total					
Description of work accomplished and explanation of cost differences between Actual Costs and approved project amounts. Use additional sheet if necessary.					

ATTACHMENT 8
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

ATTACHMENT 9
[INTENTIONALLY LEFT BLANK]

ATTACHMENT 10 MONITOR WORKBOOK/CHECKLIST EXAMPLE

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

<p>FORCE ACCOUNT LABOR</p> <table style="width:100%;"> <tr> <td style="width:35%;"><input type="checkbox"/> Overtime policy at time of PW</td> <td style="width:10%; text-align: center;"><u>Initial</u></td> <td style="width:55%;"></td> </tr> <tr> <td><input type="checkbox"/> Compensatory time off policy at time of PW</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Exempt employee overtime policy at time of PW</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Exempt employee comp time policy at time of PW</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Employee fringe rate calculations at time of PW</td> <td style="text-align: center;"></td> <td></td> </tr> </table> <p>Note: Fringe rate calculations may be based on individual rate calculations, employee type group calculations or total applicant employee group calculations.</p> <table style="width:100%;"> <tr> <td style="width:35%;"><input type="checkbox"/> Proof of employment (HR support documents)</td> <td style="width:10%;"></td> <td style="width:55%;"></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Prior to disaster start date</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Justification for hire date after disaster</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Proof of wage/hourly rate (HR support docs)</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Employee & supervisor signed timesheets</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Proof of payment</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and back</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Copies of check front and bank statement</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Automated payroll logs w/bank statement</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td style="padding-left: 20px;"><input type="checkbox"/> Direct deposit warrants</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> FEMA Forms 90-123 or equivalent</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> FEMA Forms 90-128 or equivalent (fringe)</td> <td style="text-align: center;"></td> <td></td> </tr> <tr><td> </td><td style="text-align: center;"></td><td></td></tr> <tr><td> </td><td style="text-align: center;"></td><td></td></tr> <tr><td> </td><td style="text-align: center;"></td><td></td></tr> <tr><td> </td><td style="text-align: center;"></td><td></td></tr> <tr><td> </td><td style="text-align: center;"></td><td></td></tr> </table>	<input type="checkbox"/> Overtime policy at time of PW	<u>Initial</u>		<input type="checkbox"/> Compensatory time off policy at time of PW			<input type="checkbox"/> Exempt employee overtime policy at time of PW			<input type="checkbox"/> Exempt employee comp time policy at time of PW			<input type="checkbox"/> Employee fringe rate calculations at time of PW			<input type="checkbox"/> Proof of employment (HR support documents)			<input type="checkbox"/> Prior to disaster start date			<input type="checkbox"/> Justification for hire date after disaster			<input type="checkbox"/> Proof of wage/hourly rate (HR support docs)			<input type="checkbox"/> Employee & supervisor signed timesheets			<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"/> FEMA Forms 90-123 or equivalent			<input type="checkbox"/> FEMA Forms 90-128 or equivalent (fringe)																		<p>DIRECT ADMINISTRATIVE COSTS</p> <table style="width:100%;"> <tr> <td style="width:35%;"><input type="checkbox"/> Named employee identified to this PW</td> <td style="width:10%; text-align: center;"><u>Initial</u></td> <td style="width:55%;"></td> </tr> <tr> <td><input type="checkbox"/> Named employee time spent on this PW</td> <td style="text-align: center;"></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Specific tasks performed by employee</td> <td style="text-align: center;"></td> <td></td> </tr> </table> <p>Note: Tasks must be detailed and specific to this PW. 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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)	_____	Note: 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	_____
		_____	_____
		_____	_____
		_____	_____
		_____	_____
		_____	_____

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

<u>FORCE ACCOUNT MATERIALS & PURCHASES</u>	<u>Initial</u>	<u>RENTALS/LEASES</u>	<u>Initial</u>
<input type="checkbox"/> Procurement policy	_____	<input type="checkbox"/> Procurement policy for rentals	_____
<input type="checkbox"/> Small purchase procedure policy	_____	<input type="checkbox"/> Event caused reason for rental if not obvious	_____
<input type="checkbox"/> Invoices/POs/receipts for purchases	_____	<input type="checkbox"/> Rental agreement	_____
<input type="checkbox"/> Proof of payment	_____	<input type="checkbox"/> New purchase price comparison	_____
<input type="checkbox"/> Copies of check front and back	_____	<input type="checkbox"/> Invoices, POs	_____
<input type="checkbox"/> Copies of check front and bank statement	_____	<input type="checkbox"/> Proof of payment	_____
<input type="checkbox"/> Automated payment logs w/bank statement	_____	<input type="checkbox"/> Copies of check front and back	_____
<input type="checkbox"/> Direct deposit warrants	_____	<input type="checkbox"/> Copies of check front and bank statement	_____
<input type="checkbox"/> List of pre-existing materials used identified to PW	_____	<input type="checkbox"/> System payment logs w/bank statement	_____
<input type="checkbox"/> Inventory documents supporting pre-existence	_____	<input type="checkbox"/> Direct deposit warrants	_____
<input type="checkbox"/> Costing method/documents for existing stock	_____	<input type="checkbox"/> Equipment activity logs (no operator, i.e. pump)	_____
<input type="checkbox"/> Invoices for pre-existing materials used	_____	<input type="checkbox"/> Signed equipment operating logs with operator	_____
<input type="checkbox"/> Proof of payment	_____	<input type="checkbox"/> Proof of employment (HR support documents)	_____
<input type="checkbox"/> Copies of check front and back	_____	<input type="checkbox"/> Prior to disaster start date	_____
<input type="checkbox"/> Copies of check front and bank statement	_____	<input type="checkbox"/> Justification for hire date after disaster	_____
<input type="checkbox"/> System payment logs w/bank statement	_____	<input type="checkbox"/> Employee & supervisor signed timesheets	_____
<input type="checkbox"/> Direct deposit warrants	_____	<input type="checkbox"/> FEMA Forms 90-125 or equivalent	_____
<input type="checkbox"/> Historical/area costs to support costing	_____	_____	_____
<input type="checkbox"/> Purchased equipment disposal documents	_____	_____	_____
<input type="checkbox"/> FEMA Forms 90-124 or equivalent	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

[illegible]

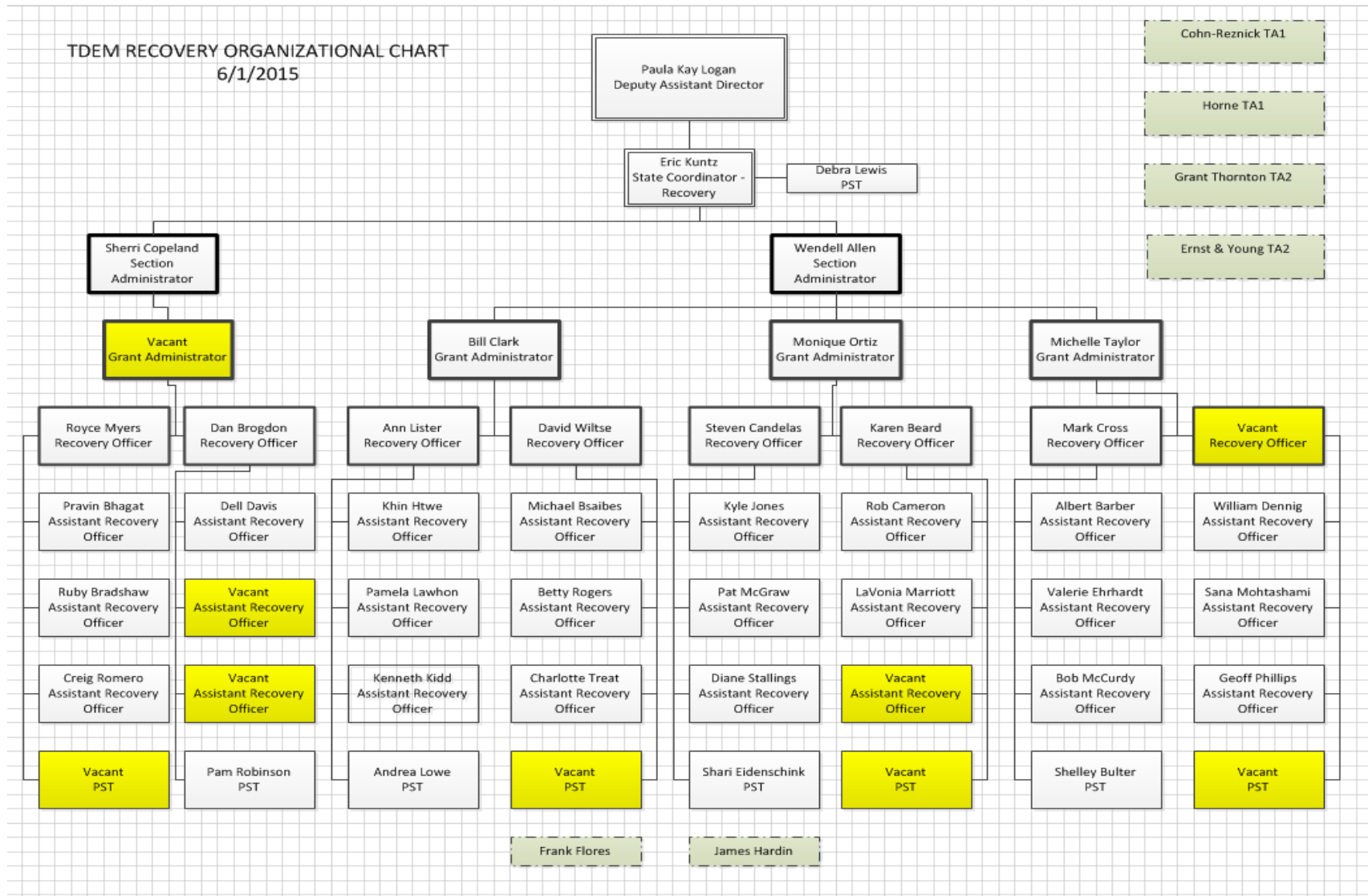
Date: **OVERALL CLAIM SUMMARY**

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.

Organization Chart



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

