



Public Assistance Program

Direct Reimbursement for Host-State Evacuation and Sheltering Costs

Standard Operating Procedure 9570.1



FEMA



FEMA

SOP 9570.1

Direct Reimbursement for Host-State Evacuation and Sheltering Costs Standard Operating Procedure (SOP)

1.0 Introduction

On November 20, 2009, a final rule was published that implemented changes to 44 CFR §206.223(a)(2) regarding how FEMA reimburses for sheltering and evacuation costs incurred outside of the area designated under a Presidential emergency or major disaster declaration. FEMA Recovery Policy RP9523.18, *Host-State Evacuation and Sheltering Reimbursement*, describes methods by which States outside of the designated area can seek reimbursement for evacuation and sheltering support.

A host-State may seek reimbursement from FEMA for evacuation and sheltering support provided to evacuees from an impact-State in two ways: (1) through mutual aid agreements with the impact-State or (2) directly from FEMA.

Impact states may utilize mutual aid agreements to receive host-State evacuation and sheltering aid in accordance with Disaster Assistance Policy DAP9523.6, *Mutual Aid Agreements for Public Assistance and Fire Management Assistance*, dated August 13, 2007.

This document (SOP9570.1, *Direct Reimbursement for Host-State Evacuation and Sheltering Costs Standard Operating Procedure (SOP)*) addresses direct reimbursement from FEMA. (See flowchart in Attachment 1.)

Through a grant award, FEMA may directly reimburse the host-State for 100 percent of its eligible costs. FEMA will obtain the non-Federal share of eligible costs from the impact-State. FEMA Disaster Assistance Policy DAP9523.15, *Eligible Costs Related to Evacuations and Sheltering*, dated April 6, 2007, identifies eligible costs, under Category B, Emergency Protective Measures.

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2.0 Definitions

Host-State is a State, or Federally-recognized Indian Tribal Government, that, by agreement with an impact-State or FEMA, provides evacuation and/or sheltering support to disaster evacuees from another State (“impact-State”) that has received a Presidential emergency or major disaster declaration.

Impact-State is a State, or Federally-recognized Indian Tribal Government, for which the President has declared an emergency or major disaster that requires the temporary evacuation and sheltering of disaster survivors to another state(s).

3.0 Prerequisites

3.1 The impact-State requests assistance from FEMA in accordance with 44 CFR §206.208 to address evacuation and/or sheltering needs that are beyond its ability to address in-State. The request indicates an anticipated scope of assistance for the incident and includes:

1. The estimated number of evacuees requiring evacuation and/or shelter; and
2. The impact-State’s documented commitment to provide the non-Federal share for all eligible costs incurred by any host-State.

This request may take any written form, including an email, but should originate with the Governor’s Authorized Representative (GAR), the State Coordinating Officer, or the Tribal Authorized Representative (TAR) and be directed to the FEMA Regional Administrator or Federal Coordinating Officer (FCO).

3.2 The host-State provides FEMA with a written commitment to provide evacuation and sheltering support to evacuees from the impact-State. Depending on the circumstances, the written commitment will usually include provisions indicating that the host-State will accept evacuees via any and all modes of organized transportation (bus, aircraft, etc.), as required by the situation.

See Attachment 2 for a sample host-State commitment letter. Below is an example of an e-mail from a host-State to FEMA indicating its commitment:

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The State of (Insert Name of State) agrees to accept evacuees via any requested modes of organized transportation, as required by the situation, and will identify sheltering capacity, within the State of (Insert Name of State) available to support evacuees and provide the number of evacuees the State will accommodate from any declared disaster impacting another State, under the FEMA Recovery Policy RP9523.18, *Host-State Evacuation and Sheltering Reimbursement*.

The impact-State's Regional Administrator sends the host-State acknowledgement that it received a host-State's written commitment and provides a copy to the impact-State (see sample template in Attachment 3).

- 3.3 The host-State signs a FEMA/Host-State Agreement (see Attachment 9) and applies for Public Assistance using the Standard Form SF424, *Application for Federal Assistance*.
- 3.4 The host-State must update its State Administrative Plan pursuant to 44 CFR §206.207 to include any amendments required to meet current policy guidance.

4.0 Interim Procedures for Grant Processing

The impact-State and the host-State will work through their respective FEMA regions. The host-State evacuation and sheltering grants will be processed as follows until the Public Assistance automated system of record is updated.

- 4.1 The host-State is the sole applicant for Public Assistance funding under the host-State direct reimbursement arrangement, and will receive a single grant award for all eligible costs statewide.
1. The FEMA Region for the host-State and host-State Public Assistance staff will prepare a scope of work and cost estimate for the Project Worksheet (PW) for evacuating and sheltering evacuees in the host-State from the impact-State. (See Sample PW in Attachment 4.)
 2. The scope of work, cost estimate and/or award with any condition, as applicable, can be amended by a change request or final claim prepared by the host-State and it's FEMA Region for review and approval by the FEMA Region for the impact-State. The scope of work and cost estimate will be developed based on eligibility in accordance with DAP9523.15.

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3. The grant will be administered in accordance with FEMA Instruction 8610.8 *Public Assistance Grants Administration, Post Award Monitoring and Closeout Process*, procedures for “large projects.” A final accounting (reconciliation) is required for all PWs whether “small” or “large” projects.
4. Cost line items for the host-State’s direct administrative costs are allowable in accordance with FEMA Disaster Assistance Policy DAP9525.9, *Section 324 Management Costs and Direct Administrative Costs*, dated March 8, 2008.
5. Host-State sheltering cost grants over \$1 million will follow the Office of Legislative Affairs review and notification process (commonly known as the “million dollar queue”). The host-State’s Region will provide a draft summary sheet with the PW(s) to the impact-State’s Region. The impact-State’s Region will provide the required summaries to the FEMA Headquarters Public Assistance Division for processing.
6. The FEMA Region for the host-State will send the completed PWs (with back-up documentation) to the FEMA Region for the impact-State. The FEMA Region for the impact-State will determine eligible costs. The FEMA Region for the impact-State will provide a copy of the final approved PW to the FEMA Region for the host-State. The FCO/Disaster Recovery Manager (DRM) for the impact-State will prepare and send the Obligation/Authorization Memorandum to the Office of Chief Financial Officer (OCFO)/FEMA Finance Center (FFC) for processing. The FFC will advise the FEMA Region for the impact-State that the obligation is made and available in SMARTLINK. The FEMA Region for the impact-State will send the award letter to the host-State and provide a copy to the FEMA Region for the host-State.
7. Obligation and Approval Process:
 - a. The Obligation/Authorization Memorandum obligates the Federal share of eligible costs to the impact-State (see Attachment 5). The memorandum is sent from the impact-State Region’s FCO/DRM to the OCFO/ FFC while the Joint Field Office (JFO) is open (and from the Regional Administrator after the JFO closes). The memorandum should state how the impact-State’s cost share will be processed (reference 4.2 Reimbursement of the non-Federal cost share by the impact-State) and the point of contact from the impact-State. Additionally, attachments will include a copy of the scope of work and cost estimate.

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- b. The FCO/DRM for the impact-State sends an award letter to the host-State notifying the GAR of grant approval (see Attachment 6). (This function will be performed by the Regional Administrator after the JFO closes.)

4.2 Reimbursement of the non-Federal cost share by the impact-State can be met by one of two methods:

1. The FEMA Region for the impact-State can de-obligate the non-Federal cost share amount of the host-State sheltering project costs from the impact-State's Public Assistance Grant in the automated system of record, currently Emergency Management Mission Integrated Environment (EMMIE).
2. If the de-obligation method described above in paragraph (1) is either not practicable for, or not desired by, the impact-State, then the FFC will issue a "Bill for Collection" in the amount of the non-Federal share for the host-State(s) evacuation and sheltering costs (see Attachment 7). This is the same process that is used for reimbursement of the non-Federal cost share for Direct Federal Assistance (Mission Assignments to Federal Agencies).

4.3 The host-State grant may be subject to final inspection. From closure of the JFO through grant closeout, the host-State grant will be administered by the FEMA Region for the impact-State.

5.0 Final Procedures for Grant Processing

When these procedures are automated in the EMMIE Public Assistance eGrants system, this SOP will be revised and reissued.

6.0 Appeal Process

The host-State may appeal any determination related to this application in accordance with the appeal procedures outlined under 44 CFR §206.206.

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7.0 Additional Resources

Policies:

DAP9523.6, *Mutual Aid Agreements for Public Assistance and Fire Management Assistance*

http://www.fema.gov/government/grant/pa/9523_6.shtm

DAP 9523.15, *Eligible Costs Related to Evacuations and Sheltering*

http://www.fema.gov/government/grant/pa/9523_15.shtm

DAP 9523.18, *Host-State Evacuation and Sheltering Reimbursement*

http://www.fema.gov/government/grant/pa/9523_18.shtm

RP9525.7, *Labor Costs - Emergency Work*

http://www.fema.gov/government/grant/pa/9525_7.shtm

DAP 9525.9, *Section 324 Management Costs and Direct Administrative Costs*

http://www.fema.gov/government/grant/pa/9525_9.shtm

Form:

Standard Form 424, *Application for Federal Assistance*

<http://r6.fema.net/rrr/pahome/sf424.pdf>

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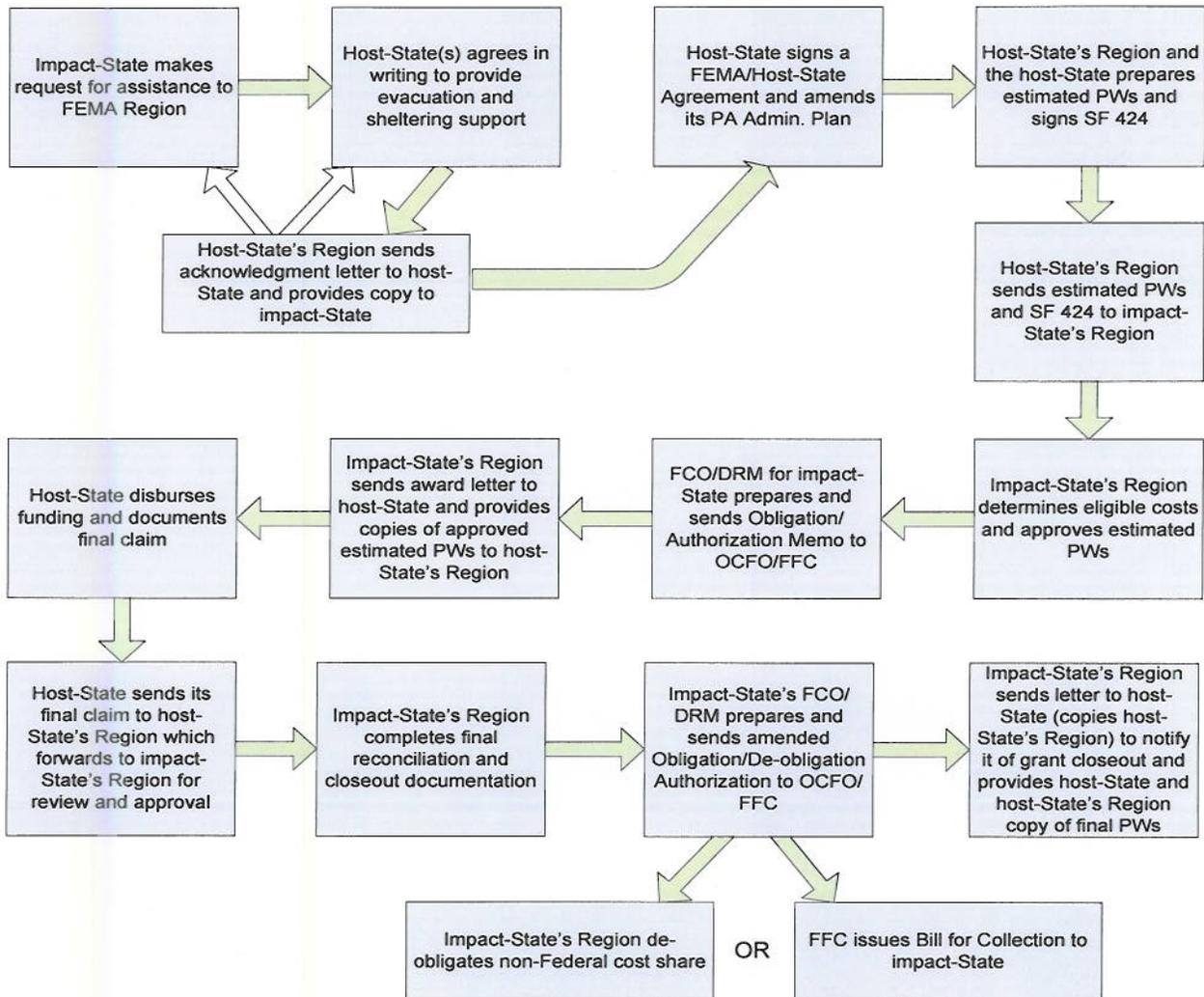
Attachments:

1. Flowchart of the Host-State Evacuation and Sheltering Reimbursement
2. Sample Agreement Letter from Host-State
3. Sample Acknowledgement Letter from Region
4. Sample Project Worksheet for Host-State
5. Request for Obligation – Host-State
6. Sample Award Letter to Host-State
7. Bill for Collections Sample Letter
8. Sample Impact-State De-Obligation PW
9. Sample FEMA/Host-State Agreement

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**Flowchart of the
 Host-State Evacuation and Sheltering Reimbursement**

Attachment 1



*The impact-State and the host-State will work through their respective FEMA regions. All correspondence to and from the impact-State and host-State will go through their respective FEMA regions.

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Sample Commitment Letter from Host-State

Attachment 2

OFFICE OF THE GOVERNOR

BOB RILEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-0937

STATE OF ALABAMA

August 31, 2008

Mr. Major P. May
Regional Administrator
FEMA Region IV
3063 Chamblee-Tucker Road
Atlanta, GA 30341

Dear Mr. May:

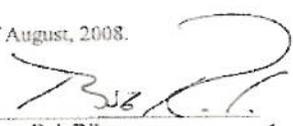
As a result of Hurricane Gustav, on August 28, 2008, the State of Louisiana requested an emergency disaster declaration in a letter to the President of the United States and the Federal Emergency Management Agency (FEMA). On August 29, 2008, the President granted Louisiana's emergency disaster declaration request.

Pursuant to 44 CFR 206.223(a)(2), the State of Alabama agrees to provide evacuation and sheltering support to individuals from the State of Louisiana. Specifically, the State of Alabama agrees to the following:

1. The State of Alabama agrees to enter into a grant agreement with FEMA that will be governed by the regulations, policies, guidance and procedures for Public Assistance by signing FEMA Form 424;
2. The State of Alabama agrees to accept evacuees from the State of Louisiana via any requested modes of organized transportation (bus, aircraft, train, etc.), as required by the situation; and
3. The State of Alabama agrees to provide shelter for up to a maximum of 10,000 evacuees from the State of Louisiana, which reflects well over the required 10% identified sheltering capacity within the State of Alabama. The State of Alabama total shelter capacity is 44,000.

Pursuant to Interim Disaster Assistance Policy 9523.18, FEMA will directly reimburse the State of Alabama 100% of the eligible evacuation and/or sheltering costs incurred as a result of Hurricane Gustav.

Signed and dated this the 31 day of August, 2008.


Governor Bob Riley
State of Alabama

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Sample Acknowledgement Letter from Region

Attachment 3

Mr. / Ms. ///
Title (GAR)
State of (host-State)///
Address
City, State Zip Code

Dear ///:

This letter is in response to your email/letter dated MONTH DATE, 2008, in which you commit to serve as a host-State for the (Insert Name of Impact-State). I extend my appreciation to your State for its hospitality, assistance and support of the evacuation and sheltering operation.

The eligible evacuation and sheltering costs will be the same criteria as specified in Disaster Assistance Policy DAP9523.15, *Eligible Costs Related to Evacuations and Sheltering*, dated April 6, 2008.

The State can seek full (100 percent) reimbursement for eligible costs through:

- Direct reimbursement from FEMA to your State with your agreement; or
- Reimbursement from the impact-State via established mutual aid agreements (including EMAC agreements) with the impact-State.

Whether, you are directly reimbursed by FEMA or through mutual aid agreements, the impact-State will be responsible for the non-Federal share of evacuation and sheltering support provided. If you elect to seek direct reimbursement from FEMA, you will, as a host-State, enter into a grant agreement with FEMA. If you elect to seek reimbursement through a mutual aid agreement with the impact-State, you will work directly with the impact-State.

If you have any questions, please do not hesitate to call me.

Sincerely,
name
Regional Administrator

cc: name, title (GAR)
State of (impact-State)

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Sample Project Worksheet from Host-State Attachment 4

Federal Emergency Management Agency Project Worksheet						
Declaration No. FEMA-	LA	PW REF # AL-1	Standard Project No. 0	FIPS No. 031-24184-00	Date 09/04/08	Category B
Damaged Facility: HOST STATE SHELTERING					Work Completed as of:	
					Date: 09/04/2008	Per Cent: 0%
Applicant: ALABAMA EMA				County: STATEWIDE		
Location: CLANTON, AL				Latitude:		Longitude:
<p>Damage Description & Dimensions: ON SEPTEMBER 1, 2008 HURRICANE GUSTAV IMPACTED THE LOUISIANA COAST RESULTING IN THE LARGE SCALE EVACUATION OF PERSONS FROM SOUTHERN LOUISIANA, A NUMBER OF WHICH SOUGHT SHELTER IN ALABAMA. PURSUANT TO AN AGREEMENT WITH THE STATE OF LOUISIANA, THE STATE OF ALABAMA MADE AVAILABLE 26 JUNIOR COLLEGE CAMPUSES, ALONG WITH SEVERAL LARGE COUNTY FACILITIES, TO HOUSE THE LARGE INFUX OF EVACUEES, TRANPORTED TO ALABAMA VIA BUS.</p>						
Scope of Work: COMPLETED						
<p>THE STATE OF ALABAMA HAS SHELTERED IN EXCESS OF 9,500 EVACUEES FROM LOUISIANA. HISTORICAL DATA (HURRICANE KATRINA, 2005) SHOWS THAT GOVERNMENTAL SHELTERS INCUR COSTS EXCEEDING \$20/DAY PER EVACUEE HOUSED IN SHORT TERM CONGREGATE SHELTERS. THE STATE ANTICIPATES SHELTERING THESE EVACUEES FOR A MINIMUM OF 5 DAYS. IN ACCORDANCE WITH FEMA POLICY DAP 9523.18 "HOST-STATE EVACUATION AND SHELTERING REIMBURSEMENT" AND "GUIDANCE FOR THE IMPLEMENTATION OF THE HOST-STATE EVACUATION AND SHELTERING REIMBURSEMENT POLICY" DATED AUGUST 30, 2008, THE STATE OF ALABAMA HAS PROVIDED TO FEMA A STANDARD FORM (SF) 424 AS A GRANT APPLICATION AND HAS, IN A LETTER DATED AUGUST 31, 2008 AND SIGNED BY THE GOVERNOR, AGREED TO PROVIDE THE SAID SF-424; ACCEPT EVACUEES FROM THE STATE OF LOUISIANA BY ANY ORGANIZED MODE OF TRANSPORTATION; AND AGREED TO PROVIDE SHELTER FOR UP TO A MAXIMUM OF 10,000 EVACUEES FROM LOUISIANA. THE 10,000 EVACUEES REPRESENT WELL IN EXCESS OF 10% OF THE STATE OF ALABAMA'S DOCUMENTED SHELTER CAPACITY OF 44,000.</p>						
Special Considerations issues included?					<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Is there insurance coverage on this facility?					<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Hazard Mitigation proposal included?					<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Project Costs						
Item	Code	Narrative	Quant.	Unit	Unit Price	Cost
		WORK TO BE COMPLETED				
1		ESTIMATED SHELTER COSTS	1	LS	\$ 950,000.00	\$ 950,000.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Cost This Page						\$ 950,000.00
PREPARED BY:		Julie Thomas		TITLE:		FEMA Region IV

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APPLICANT:		DATE:		TITLE:		
Federal Emergency Management Agency						
Project Worksheet Continuation Sheet						
Declaration No.	Project No.	Standard Project No.	FIPS No.	Date	Category	
FEMA- LA	AL-1	0	031-24184-00	09/04/08	B	
Applicant: ALABAMA EMA			County: STATEWIDE			
Scope of Work (continued):						
<p>THESE ESTIMATED COSTS WILL BE ADJUSTED VIA AN AMENDMENT AT A LATER TO DATE TO REFLECT THE ACTUAL HOST STATE SHELTERING COST INCURRED BY THE STATE OF ALABAMA. CALCULATION-- 9,500 (ESTIMATED NUMBER OF EVAUEES) X 5 DAYS X \$20 DAY = \$950,000.00</p> <p>The number of persons was strictly an estimate based on a number slightly below the maximum number of persons Alabama has agreed to shelter (10,000). As validation, the exact number of persons reported sheltered was calculated for Sept 3, 4, and 5, 2008 which comes to an average of 9,516/day. Therefore, the 9,500 number is credible. The \$20 per evacuee/day cost comes from actual expenses in the Baldwin County congregate shelters operated post Katrina (2005). The actual number in the project closeout is closer to \$40/day/person, but the State of Alabama insists they want to use the lower number due to a somewhat different staffing pattern (and related cost), the desire not to overestimate the expenses, and to thus expedite the initial payment process and get an immediate funding stream established. Confidence is high the final costs will exceed this estimate.</p>						
Project Costs (continued)						
Item	Code	Narrative	Quantity	Unit	Unit Price	Cost
		<i>TOTAL FORWARD</i>				\$ 950,000.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Grand Total Cost						\$ 950,000.00
PREPARED BY:		Julie Thomas		TITLE: FEMA Region IV		
APPLICANT:		DATE:		TITLE:		

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Request for Obligation – Host-State

Attachment 5

MEMORANDUM FOR: **NAME**
Director
Financial Management Division

ATTENTION: **NAME**
Accountant
FEMA Finance Center

FROM: FCO/DRM **NEED NAME AND SIGNATURE HERE**
FEMA-**XXXX**-EM-**XX** (2 alpha character impact-State)

SUBJECT: Authorization to Obligate Public Assistance Funds for
Evacuation and Sheltering Services Provided under FEMA-
XXXX-EM-**XX** (2 alpha character impact-State)
CFDA 97.036 Public Assistance Grants

This memorandum is to authorize the obligation of funds for evacuation and sheltering services:

EM/ST: **XXXX/XX** (2 alpha character impact-State)

Obligation ID: EMT-2008-GR-PA**XX** (2 alpha character host-State code)**XXXX** (Declaration
Number)

Host-State: **(name of host-State)**

ACCS Line: 2008-06-3289-EM-9064-4160D (this number is based on EM#)

Amount to obligate: _____

The impact-State's cost share will be processed by {{Select one: an offset in the automated system of record for the Public Assistance Program, EMMIE **OR** a Bill for Collection, contact (Point of Contact from the impact-State for the BFC) at XXX-XXX-XXXX.}}

If you have any questions please contact **(host-State PA Group Supervisor name)** at **XXX-XXX-XXXX**.

Attachments:
Scope of Work
Cost Estimate Summary

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Sample Award Letter to Host-State

Attachment 6

Mr. / Ms. ///
Title (GAR)
State of (host-State)///
Address
City, State Zip Code

RE: FEMA-XXXX-EM-XX (2 alpha character impact-State code)
EMT-2008-GR-PAAL (2 alpha character host-State code)XXXX (Declaration Number)

Dear Mr. / Ms. ///:

We have approved the above referenced Public Assistance Host-State Grant with enclosed obligation and/or de-obligation. Your SMARTLINK Grant Payment Account will be adjusted accordingly.

The grant is to be used for the purposes of funding evacuation and sheltering services under Section 403 of the Stafford Act. By accepting this award you assume certain administrative and financial responsibilities, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions, please contact me or _____ of my staff, at (____) _____.

Sincerely,
Name
FCO/DRM signature block

cc: Host-State Region
Regional Administrator

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Bill for Collections Sample Letter

Attachment 7

U.S. Department of Homeland Security
 P.O. Box 800
 Mt. Weather, VA 22611-0800



FEMA

Mr. «FirstName» «LastName», «JobTitle»
 «Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»

Re: Bill for Collection #STFD-«BFC», DR-«Disaster», Public Assistance Program
 Host-State Evacuation and Sheltering

Dear Mr. «LastName»:

This letter is to notify you that the «StateComm» of «State» owes the Federal Emergency Management Agency (FEMA) \$«Bill_Amount». FEMA provided evacuation and sheltering reimbursements to States that served as host-States under the Public Assistance Program, as described in 44 CFR §206.223(a)(2), for Disaster Declaration #«Disaster». Under the terms of the FEMA-«StateComm» Agreement, the Federal funds provided under the Stafford Act are limited to «CS» percent of the total eligible cost.

<u>Transaction Type</u>	<u>Transaction Amount</u>	<u>Cost Share</u>	<u>State Share</u>
Public Assistance Program (Payments)		25%	\$ -
Refunds		25%	0.00
	\$ -		\$ -

The «StateComm» will be reimbursed by FEMA if the account is overpaid. Bills for Collection will be issued upon the certification of Public Assistance Program payments for this disaster. Please forward your payment, along with the coupon attached to this letter, to:

FEMA Disaster Relief Fund
 PO Box 70941
 Charlotte, NC 28272-0941

If FEMA does not receive payment in full within 30 days from the date of this letter, FEMA may take the following actions and assess the following charges relating to your debt as required by the Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996.

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If you fail to pay the debt in full within 30 days from the date of this letter, interest at the rate of 3 percent per annum and administrative charges for costs incurred in processing the debt, will be assessed starting from the date of this letter on the unpaid balance. Also, FEMA may take an administrative offset against other requests for reimbursements, or withhold advance payments otherwise due to «State».

If you fail to pay your debt in full or enter into a repayment plan within 90 days of the date of this letter, penalty charges will be assessed at the rate of 6 percent per annum on the amount of your debt plus any interest and administrative charges that have been levied. The penalty charges will be assessed from the date of this letter.

If you fail to pay your debt in full or enter into a repayment plan within 120 days of the date of this letter, FEMA may refer your debt to the Department of the Treasury (Treasury). Treasury may reduce or withhold any of your eligible Federal payments by the amount of your FEMA debt, or refer the debt to the Department of Justice for litigation. Treasury may add additional fees to the total amount of the debt, at the time a debt is referred.

If you have any questions concerning this matter, you may call me at (540) 542-7431 or Stacy Bromley-Wenger at (540) 542-7340. You may also email Jeannie.Goforth@dhs.gov or Stacy.Bromley-Wenger@dhs.gov.

Sincerely,

Jeannie Goforth
Debt Collection Officer

Enclosures

CC: «cc»

RETURN THIS PORTION WITH YOUR PAYMENT
Bill for Collection no. STFD-«BFC»

Mr. «FirstName» «LastName», «JobTitle»
\$«Bill_Amount»
«Company»
«Address1»
«Address2»
«City», «State» «PostalCode»

Amount owed:

Amount Enclosed

Please put the Bill for Collection no. on your check to ensure proper crediting.

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Sample Impact-State De-Obligation PW

Attachment 8

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017 Expires October 31, 2008	
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed questionnaire to this address.					
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA-3289-DR-LA		000-U04DB-00		B	
DAMAGED FACILITY			WORK COMPLETE AS OF		
Non-Federal Cost Share for Host-State Sheltering			: 100 %		
APPLICANT		COUNTY			
LA Office of Homeland Security and Emergency Preparedness		Statewide			
LOCATION			LATITUDE	LONGITUDE	
7667 Independence Blvd., Baton Rouge, LA 70806			30.445490000	-91.109630000	
DAMAGE DESCRIPTION AND DIMENSIONS					
De-Obligate Non-Federal Cost Share Public Assistance Funds for Evacuation and Sheltering Services Provided Under FEMA-3289-EM-LA. This is specifically for non-federal cost share for the obligation to Alabama (EMT-2008-GR-AL) in the amount of \$950,000.00. Thus, with the non-federal cost share percent at 25%, \$950,000.00 X 25% = \$237,500.00					
SCOPE OF WORK					
De-Obligation of \$237,500.00 in accordance with 44 CFR §206.223(a)(2) allowing FEMA to reimburse for sheltering and evacuation costs incurred outside of the area designated under a Presidential emergency or major disaster declaration. Through the above referenced grant award, FEMA directly reimbursed the host-State for 100 percent of its eligible costs. This PW is to obtain the non-federal share from the impact-State. This PW is prepared in accordance with DAP9570.1, Direct Reimbursement for Host-State Evacuation and Sheltering SOP for 2008 Hurricane Season.					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Special Considerations issues included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	9999	De-Obligation - Alabama (EMT-2008-GR-AL)	1	-237,500.00	-237,500.00
TOTAL COST				▶	-237,500.00
PREPARED BY		TITLE	SIGNATURE		
APPLICANT REP.		TITLE	SIGNATURE		

FEMA Form 90-91, FEB 06

REPLACES ALL PREVIOUS EDITIONS.

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Sample FEMA/Host-State Agreement

Attachment 9

Sample Agreement between FEMA and [INSERT STATE NAME] (“Host-State”) for Evacuation/Sheltering for
FEMA-[INSERT NUMBER]-DR-[INSERT STATE]

BACKGROUND

On [INSERT DATE] the President declared that a major disaster or emergency exists in the State of [INSERT STATE] (impact-State). This declaration was based on damage resulting from [INSERT DESCRIPTION] on [INSERT DATE]. The State of [INSERT STATE] (“host-State”) agreed on [INSERT DATE] to provide evacuation and/or sheltering in accordance with the terms of FEMA draft Disaster Assistance Policy DAP 9523.18, *Host-State Evacuation and Sheltering Reimbursement*, and herein agrees to provide evacuation and/or sheltering support to individuals from the impact-State for FEMA-[INSERT NUMBER]-DR-[INSERT STATE].

PURPOSE

This is the FEMA/Host-State Agreement entered into for the major disaster or emergency, designated, FEMA-[INSERT NUMBER]-DR-[INSERT STATE] under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121 et seq. ("the Stafford Act"), in accordance with 44 CFR Part 206. This agreement between FEMA and the host-State states the understandings, commitments, and conditions under which FEMA Public Assistance will be provided for evacuation and/or sheltering support for evacuees from the impact-State. FEMA and the host-State agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Federal assistance will be made available, within the limits of funds available from congressional appropriations for such purposes, in accordance with the Stafford Act, Executive Orders 12148 and 12673, and applicable regulations found in Title 44 of the Code of Federal Regulations (CFR), as amended, applicable handbooks, policies, and the following Exhibits incorporated herein by reference:
 - a. Exhibit A – State Certification Officers
 - b. Exhibit B – Disaster Grant Agreement Conditions
 - c. Exhibit C – Certification Regarding Drug-Free Workplace Requirements;
 - d. Exhibit D – Certification Regarding Lobbying

2. The host-State agrees to be the grantee for Public Assistance provided to the host-

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- State under the Stafford Act limited to evacuation and/or sheltering support for evacuees from the impact-State. The host-State agrees to comply with the requirements of applicable laws and regulations found in 44 CFR, 2 CFR, 6 CFR, and the Stafford Act.
3. FEMA, the host-State, and the impact-State will jointly develop the scope of work and cost estimate for the project worksheet for the activities covered under this agreement, including any subsequent changes.
 4. The host-State and FEMA agree to use the U.S. Department of Health and Human Services Payment Management System, SMARTLINK, a comparable system, or, if not available, the Form 270 process under 44 CFR §13.41(d)(1) for the administration of disaster assistance under the Stafford Act.
 5. The host-State hereby waives any consultation process under Executive Order 12372 and 44 CFR Part 4 for grants, loans, or other financial assistance under the Stafford Act for this major disaster.
 6. No Federal assistance under the Stafford Act shall be approved unless the evacuation and/or sheltering resulted from the major disaster or emergency FEMA-[INSERT NUMBER]-DR-[INSERT STATE] that took place on [INSERT DATE] (Incident Period)
 7. Public Assistance under this agreement shall be limited to those costs incurred for evacuating and/or sheltering individuals from the impact-State.
 8. Any Federal funds provided under the Stafford Act for Public Assistance will be not less than 75 percent (or otherwise applicable Federal share for such category B activities under the declaration) of total eligible costs in the host-State as follows: FEMA will reimburse 100 percent of eligible costs incurred by the host-State; and the impact-State will provide the applicable cost share of such costs to FEMA.
 9. If the host-State violates any of the conditions of disaster relief assistance under the Stafford Act, this agreement or applicable regulations, the Assistant Administrator of FEMA's Disaster Assistance Directorate or designee shall notify the host-State that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the Assistant Administrator of the Disaster Assistance Directorate. In addition, the Assistant Administrator of the Disaster Assistance Directorate or designee may also withhold all or any portion of financial assistance which has been made available to the host-State for other disaster relief projects under the Stafford Act, this or other agreements, and applicable Federal regulations until

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adequate action is taken.

10. The host-State will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will apply to all host-State actions pursuant to this agreement.
11. The host-State will establish and maintain a program to assure host-State recipients of Federal disaster assistance comply with the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs. This program will apply to all host-State contracts pursuant to this agreement.
12. In accordance with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. §1352, and implementing regulations at 44 CFR Part 18, the host-State is responsible for obtaining for itself and for its contractors and sub-contractors under this contract the requisite "Certification Regarding Lobbying" and "Disclosure of Lobbying Activities" (Form SF LLL) for this Public Assistance grant.
13. This Agreement may be amended at any time by written approval of both parties.

Agreed:

SIGNATORIES

Governor

Regional Administrator

Date:

Date:

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EXHIBIT A

HOST-STATE CERTIFICATION OFFICERS

1. The Governor hereby certifies that [INSERT NAME] is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the host-State all necessary documents for disaster assistance, including certification of claims for Public Assistance. [INSERT NAME] is the Alternate Governor's Authorized Representative (Alternate GAR) and is similarly empowered. Their specimen signatures follow:

GAR

Alternate GAR

- _____
2. The Governor hereby certifies that [INSERT NAME] and [INSERT NAME] are the State Coordinating Officer (SCO) and Alternate State Coordinating Officer, respectively, who will act in cooperation with the Federal Coordinating Officer (FCO) under this declared major disaster.
 3. The Governor hereby certifies that [INSERT NAME] is the representative of the host-State authorized to receive donations or loans of surplus property on behalf of the host-State and to execute certification, agreements, and other necessary documents with regard thereto.
 4. The Governor hereby certifies that [INSERT NAME] is the official of the host-State authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of Federal disaster assistance are in full compliance with FEMA nondiscrimination regulations (located at 44 CFR Part 7).
 5. The Governor hereby certifies that [INSERT NAME] is the official of the host-State who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of Federal disaster assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

[INSERT NAME]
Governor's Authorized Representative
[INSET NAME OF HOST-STATE]
Date: _____

[INSERT NAME]
Regional Administrator

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EXHIBIT B

DISASTER GRANT AGREEMENT ARTICLES

ARTICLE I. The Federal Emergency Management Agency (“FEMA) or its delegate agrees to grant [NAME OF STATE] (“Grantee”) through its designated agent, [INSERT NAME], funds in the amount specified on the obligating document, to support the grant activity authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121 et seq. (“the Stafford Act”) for FEMA-[INSERT NUMBER]-DR-[INSERT STATE]. The Grantee agrees to abide by the grant terms and conditions as set forth in this document and all conditions contained in the FEMA/Host-State Agreement.

ARTICLE II. This grant agreement takes effect at the time the FEMA/Host-State Agreement is executed and remains in effect until the grant program has been closed by FEMA.

ARTICLE III. The host-State agrees to comply with all applicable laws, executive orders, regulations, and policy guidance.

ARTICLE IV. Outline the specific terms and conditions of this agreement, such as:

1. **ASSURANCE COMPLIANCE:** The certifications signed by the Grantee on the FEMA/Host-State Agreement relating to maintenance of a drug-free workplace (44 CFR Part 17, Subpart F) and restrictions on lobbying (44CFR 18) apply to this grant agreement and are incorporated by reference.
2. **CLOSE OUT:**
 - a. **Reports Submission:** Per 44 CFR § 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Status Report (SF269 or FF 20-10), (2) final program performance report, (3) an inventory of equipment purchased under each grant’s funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.
 - b. **Report Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee’s and FEMA’s records, and close out the grant in writing.
 - c. **Record Retention:** Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR § 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR § 13.42.

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3. **CONSTRUCTION REQUIREMENTS:** Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, Tribal and local permits and clearances are obtained including FEMA compliance with National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.
4. **COPYRIGHT:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
5. **COST SHARE:** The Grantee shall follow cost-sharing requirements per 44 CFR § 13.24. Project cost-share shall be available with the approval of each project. Performance Period/Project Completion extensions shall not be approved for delays caused by lack of cost-share funding.
6. **ENFORCEMENT:** Enforcement remedies shall be processed as specified under 44 § CFR 13.43 when the Terms and Conditions of this Grant are not met.
7. **FUNDS TRANSFER:** No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.
8. **HOSPITAL COST PRINCIPLES:** OMB Circular A-87 and program regulations shall be used to determine costs for non-profit hospitals funded under FEMA grants.
9. **INSURANCE:** In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any Federal assistance provided to a person for the repair, replacement, or restoration for damage to any personal, residential or commercial property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.
10. **PAYMENT PROCESS:** Grantee shall be paid using the U.S. Department of Health and Human (HHS) Service Payment Management System (HHS/SMARTLINK) provided the Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF269 or

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equivalent report; and 3) imposing the same standards of timing and amount upon any secondary recipient.

- a. Cash drawdowns under SMARTLINK, a comparable system, or if not available under the FORM 270 Process will be initiated only when actually needed for disbursements.
- b. The Grantee shall handle the funds provided in a manner that maintains their identification as disaster relief funds.
- c. The funds shall be used solely for disaster relief projects approved by FEMA.
- d. Grantee reports of cash disbursements will be made as required by FEMA.
- e. The Grantee shall maintain records that identify adequately the source and application of Federal disaster assistance funds for FEMA-supported activities, along with accounting records that are supported by adequate source documentation.
- f. The Grantee official responsible for the custody of the funds shall be a bonded official, or if other than a bonded official, assurances of satisfactory surety shall be provided.
- g. Any and all funds provided to the Grantee, which are:
 - (i) in excess of current needs, or
 - (ii) in excess of amounts approved by FEMA, or
 - (iii) found by audit or investigation to be owing to FEMA shall be returned to FEMA.

Repayment shall be made to FEMA within 30 days after the Grantee is notified by FEMA or becomes aware of such excess fund or funds due FEMA. If the Grantee fails to pay FEMA such funds within 30 days, then the Grantee shall become obligated to pay interest on the unpaid balances due at the current U.S. Treasury investment rate in effect beginning with the date that FEMA first notified the Grantee that payment was due. If immediate repayment is not possible, then a reasonable repayment schedule with interest charged on the unpaid balance will be submitted to FEMA for approval. In the event that repayment is not made within six months or in accordance with the FEMA approved repayment schedule, FEMA may

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exercise offset against Federal Government payments that would otherwise be made to the Grantee in accordance with 44 CFR Parts 11 and 17.

11. PERFORMANCE PERIODS:

- a. Program/Grant Award: All grant awards activities, including all projects and/or activities approved under each grant award, shall be completed within the time period prescribed in FEMA regulations and on the obligating documents.
- b. Extensions: Written request for an extension will include information and documentation to support the amendment and a schedule for completion. No subsequent grant agreements, monetary increase amendments, or time extension amendments will be approved unless all financial and performance reports have been submitted to the appropriate Regional Office. Extensions to performance periods shall be in compliance with program regulation timeframes. Extensions shall not be approved for delays caused for lack of cost-share funding. Only the FEMA Administrator or Disaster Recovery Manager can approve exceptions to this policy.

12. RECOVERY OF FUNDS:

- a. The Grantee will process the recovery of assistance through error, misrepresentation, or fraud or if funds are spent inappropriately.
- b. Adjustments to expenditures will be made as funding is recovered and will be reported quarterly on the Financial Status Report.
- c. The Grantee will reimburse FEMA for the Federal share of awards not recovered through quarterly financial adjustments within the 90-day close out liquidations period.
- d. All fraud identifications will be reported to the DHS Inspector General's Office and the Grantee agrees to cooperate with any investigation conducted by the DHS Inspector General's Office.
- e. The Grantee shall reimburse FEMA the amount of funding recovered through the recapture of outstanding checks not claimed by recipients of assistance. The recovered funds shall be submitted to FEMA within 30 days from the expiration date printed on the check. A list of outstanding checks with check expiration dates shall be submitted to FEMA with the final progress/performance report.

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- f. **REFUND, REBATE, CREDITS:** The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

13. **REPORTS:**

- a. **Federal Cash Transaction Report:** If the Grantee uses the HHS/SMARTLINK payment system, the Grantee shall submit a copy of the PMS 272 Cash Transaction Report that the Grantee previously submitted to the HHS.
- b. **Financial Status Report:** The Grantee shall submit Financial Status Reports, SF269 or FF 20-10 to the FEMA regional office 30 days after the end of the first Federal quarter following the initial grant award. (The Disaster Recovery Manager may waive this initial report). The Grantee shall submit quarterly financial status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.
- c. **Performance Report:**
 - 1. The Grantee shall submit performance/progress reports in compliance with the Public Assistance Program as identified under the FEMA/Host-State Agreement to the FEMA regional office 30 days after the end of the first Federal quarter following the initial grant award. The Disaster Recovery Manager may waive the initial report. The Grantee shall submit quarterly performance/progress status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.
 - 2. The quarterly performance/progress report shall include a status of the project's completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project funded under the Public Assistance Program authorized under the FEMA/Host-State Agreement.
- d. **Final Reports:** The Grantee shall submit a Final Financial Status Report and Performance Report 90 days from the Public Assistance Program's grant award performance period expiration date.

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- e. Enforcement: The Disaster Recovery Manager or the FEMA Administrator may suspend drawdowns if quarterly reports are not submitted on time.
14. **TERMINATION**: Either the Grantee or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested, to the FEMA Administrator/Disaster Recovery Manager or the Governor's Authorized Representative, as applicable. The Grantee's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the grant award will be commenced and processed as prescribed under Article IV. 2 of this grant agreement.

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EXHIBIT C

**CERTIFICATION REGARDING DRUG FREE WORKPLACE
REQUIREMENTS**

This certification is required by the regulations implementing the Drug Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. (See 44 CFR Part 17, Subpart C, 17.300, and Subpart D, 17.400.)

A. The grantee certifies that it will or will continue to provide a drug free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days

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after such conviction;

(5) Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this grant:

Place(s) of Performance: (Street address, tribe, city, county, State, zip code)

Governor's Authorized Representative,
[INSERT NAME OF HOST-STATE]

Date

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EXHIBIT D

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

This certification is required by the regulations implementing the New Restrictions on Lobbying. 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief that:

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

Governor's Authorized Representative,
[INSERT NAME OF HOST-STATE]

Date