



State-Administered Direct Housing Grant Guide

July 2020



FEMA

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EXECUTIVE SUMMARY

Section 1211 of the Disaster Recovery Reform Act (DRRA), part of the Federal Aviation Administration Reauthorization Act of 2018, P.L. 115-2524, amended Section 408(f) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) to authorize the Federal Emergency Management Agency (FEMA) to issue grants to states, territories, and federally recognized tribes¹ (collectively referred to in this document as “recipients”) to administer Direct Temporary Housing Assistance and Permanent Housing Construction (PHC). The DRRA also authorizes FEMA to issue grants under a pilot program that expires October 5, 2020 before issuing final regulations implementing this authority.

FEMA only provides direct assistance following a major disaster declaration that includes Individual Assistance (IA) in response to a written request from the state, tribe, or territory. Direct assistance is only approved when disaster survivors are unable to make use of financial assistance because of a lack of available housing resources. Direct assistance provides housing options directly to eligible disaster survivor applicants.

FEMA regional office and FEMA headquarters (HQ) staff work closely with the affected state, tribe, or territory to evaluate the need for direct assistance and select the appropriate form(s) to implement based on the needs of the affected communities. When states, tribes, or territories choose to apply for a grant to implement and execute a direct housing mission, the decision offers multiple benefits, including tailored customer service and increased capability for future incidents and operational readiness.

State-administered direct housing also allows recipients to maintain continuity of contact with disaster survivors during immediate and long-term recovery. Recipients’ proximity to survivors and expertise on local post-disaster recovery resources allow them to understand the needs, context, and characteristics of their constituents while building capacity for future disaster housing recovery efforts. Recipients can integrate their existing housing programs and other federal resources (e.g., Disaster Case Management, Hazard Mitigation Grant Program, Community Development Block Grant– Disaster Recovery [CDBG-DR]) to bolster FEMA direct housing grant funding to more efficiently meet the needs of disaster survivors.

By engaging in the delivery of a state-administered direct housing mission, recipients build on their existing capabilities and competencies to develop options for direct housing services and expand their ability to implement future housing missions for current and future incidents, including in situations where federal funding may not be authorized.

¹ Indian tribal government (tribal government): The governing body of an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian tribe under the federally recognized Indian Tribe List Act of 1994. (25 U.S.C. §§ 479a to 479a-1) (42 U.S.C. § 5122[6]). FEMA Tribal Policy, No. 305-11-1.

FEMA executes housing missions using contractors. Recipients also have the capability to utilize contractors. Recipients can leverage existing or pre-positioned local contractors to further bolster the state and local economy in the aftermath of a disaster, bringing community members back to work and in their homes sooner. FEMA, mutual aid partners, and tribes in other states can share resources and training opportunities to build and improve recipient capability to implement a state-administered direct housing mission.

The *State-Administered Direct Housing Grant Guide* (SADHGG) provides guidance to recipients about the necessary capabilities, processes, and coordination requirements for requesting and receiving State-Administered Direct Housing Grant funds and administering a direct housing mission.

CHAPTER 1: INTRODUCTION

Purpose

The Federal Emergency Management Agency (FEMA) may provide direct assistance to survivors following a major disaster declaration that includes Individual Assistance (IA). Direct assistance is only provided when there is a lack of available housing resources and individuals and households cannot make use of FEMA financial assistance. The Disaster Recovery Reform Act (DRRA) amended Section 408(f) of the Stafford Act to provide FEMA the authority to issue grants for administering direct housing temporary assistance and Permanent Housing Construction (PHC) under a pilot program for disasters declared up to 2 years until October 5, 2020 and to implement a permanent grant program after issuing final regulations. The *State-Administered Direct Housing Grant Guide* (SADHGG) provides information on the process, roles, and responsibilities for receiving State-Administered Direct Housing Grant funds and executing the housing mission under the pilot program.

Key Terms

Non-Federal Entity (NFE). A state, local, or tribal government or nonprofit organization that can carry out a federal award as a recipient or subrecipient.

Recipient. An NFE that receives an award directly from a federal agency (e.g., state, tribe, or territory) to carry out an activity under a federal program. For example, under this program the recipient may be a state, tribe, or territory. This grant does not authorize disbursement of funds to subgrantees (i.e., subrecipients).

Applicant. For the purposes of the State-Administered Direct Housing Grant, “applicant” refers to disaster survivors applying for housing assistance from FEMA.

Grant. The SADHGG uses the term “grant” to reference federal financial assistance provided to an NFE for the purpose of administering direct temporary housing and PHC under Section 408 of the Stafford Act.

Cooperative Agreement. A legal instrument of financial assistance that provides for substantial involvement between FEMA and the NFE and which is used to enter into a relationship, the principal purpose of which is to transfer something of value from FEMA to the recipient to administering direct temporary housing and PHC under Section 408 of the Stafford Act and not to acquire property or services for FEMA’s direct benefit or use.

Audience

The SADHGG identifies requirements and provides other information for recipients seeking to build the capabilities necessary to manage a direct housing mission or are considering

applying for a State-Administered Direct Housing Grant. Additionally, FEMA personnel will use the SADHGG to understand their role when states, tribes, and territories administer a direct housing mission under a grant.

Scope and Applicability

The SADHGG describes requirements for recipients on the necessary capabilities, processes, and coordination actions for requesting and receiving State-Administered Direct Housing Grant funds and administering a direct housing mission. The SADHGG also:

- Identifies the pre-disaster activities that prospective grant and IA program recipients must undertake to receive State-Administered Direct Housing Grant funds.
- Provides an overview of:
 - Grant application submission and review processes;
 - Post-award roles, responsibilities, and procedures for FEMA and the recipient; and
 - Grant closeout and audit procedures.
- Outlines grant requirements for recipients and management responsibilities for FEMA personnel during a state-administered housing mission and provides an overview of the direct housing mission timeline.
- Provides templates and guidance for developing a Disaster Housing Strategy and Administrative Plan, which recipients are required to develop in order to be eligible to receive State-Administered Direct Housing Grant funds.

The grant program will be available under a pilot program for all disasters declared after the issuance of the SADHGG and before October 5, 2020.

Authorities and Foundational Documents

A number of legal authorities and foundational documents provide statutory, regulatory, and executive guidance for implementing a direct housing mission. Key foundational documents for the SADHGG include the following:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended at 42 U.S.C. § 5174.
- Disaster Recovery Reform Act (DRRA), part of the Federal Aviation Administration Reauthorization Act of 2018, P.L 115-2524.
- Americans with Disabilities Act, P.L. 101-338, as amended at 42 U.S.C. § 12101.
- Title 2 of the Code of Federal Regulations (CFR), Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- Title 44 CFR, “Emergency Management and Assistance.”
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, “Nondiscrimination under federal grants and programs; promulgation of rules and regulations.”

- Homeland Security Presidential Directive 5 (HSPD-5), 2003.
- Homeland Security Rehabilitation Act of 1973, 29 U.S.C. § 701.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act of 1968, 42 U.S.C. 3601 to 3619.
- FEMA, *Incident Management and Support Keystone*, January 2011.
- FEMA, *National Disaster Housing Strategy*, January 16, 2009.
- FEMA, *Individual Assistance Policy and Program Guide (IAPPG)*, March 2019.
- FEMA, *Individuals and Households Program Delegation of Authority SOP*, July 2018.
- Department of Homeland Security (DHS) Privacy Office, “Handbook for Safeguarding Sensitive Personally Identifiable Information (PII) – Privacy Policy Directive 047-01-007,” December 4, 2017 (Revision 3).

Appendix C: Authorities and Foundational Documents contains additional information about these documents. Figure 1 shows how the SADHGG aligns with other FEMA doctrine. The *National Incident Support Manual* describes how FEMA staff support incident operations.

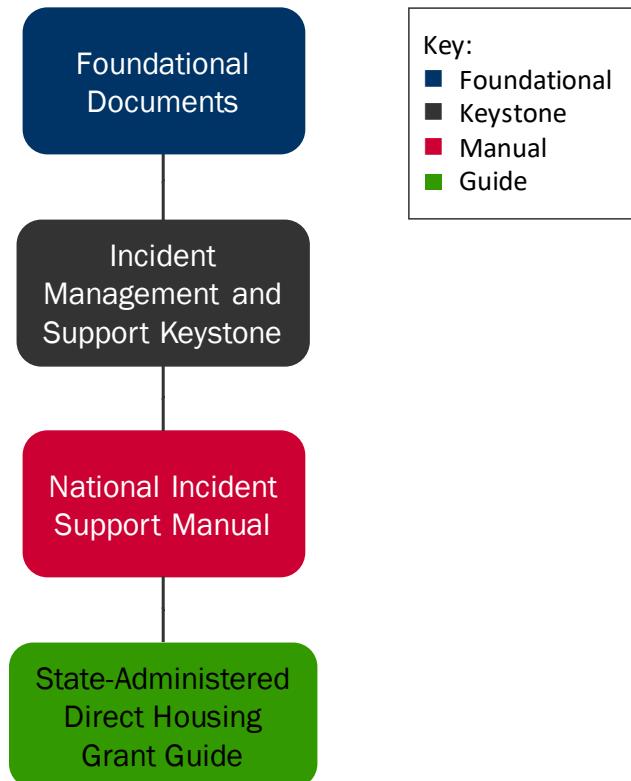


Figure 1: FEMA Doctrine Map

Document Management and Maintenance

The FEMA Recovery Directorate, Individual Assistance (IA) Division is responsible for the management and maintenance of the SADHGG. Comments and feedback from FEMA personnel and stakeholders regarding the SADHGG should be directed to the Disaster Housing Unit (DHU), Strategic Collaboration Team at FEMA-IA-DHU-Collaboration@fema.dhs.gov. States, tribes, and territories may submit questions on the SADHGG to their FEMA regional office point of contact, who will route feedback to FEMA HQ.

CHAPTER 2: PREPARING FOR A STATE-ADMINISTERED DIRECT HOUSING MISSION

Following a major disaster declaration that includes IA, states, tribes, and territories may request FEMA direct assistance for temporary or PHC recovery programs. As part of their request for direct housing assistance, states, tribes, and territories may also request to administer the housing mission, which initiates the State-Administered Direct Housing Grant process. If a prospective recipient wishes to apply for a State-Administered Direct Housing Grant, FEMA regional office staff will provide support and guidance to update the prospective recipient's pre-approved Disaster Housing Strategy and Administrative Plan to meet the parameters of a specific incident prior to submission of the grant application package.

Figure 2 provides an overview of the State-Administered Direct Housing Grant process and the recipient's responsibilities throughout. Additionally, Figure 2 aligns the State-Administered Direct House Grant process with FEMA's grant life cycle and identifies where specific guidance information can be found in the SADHGG. For a more detailed grant timeline, refer to Figure 4 later in this chapter.

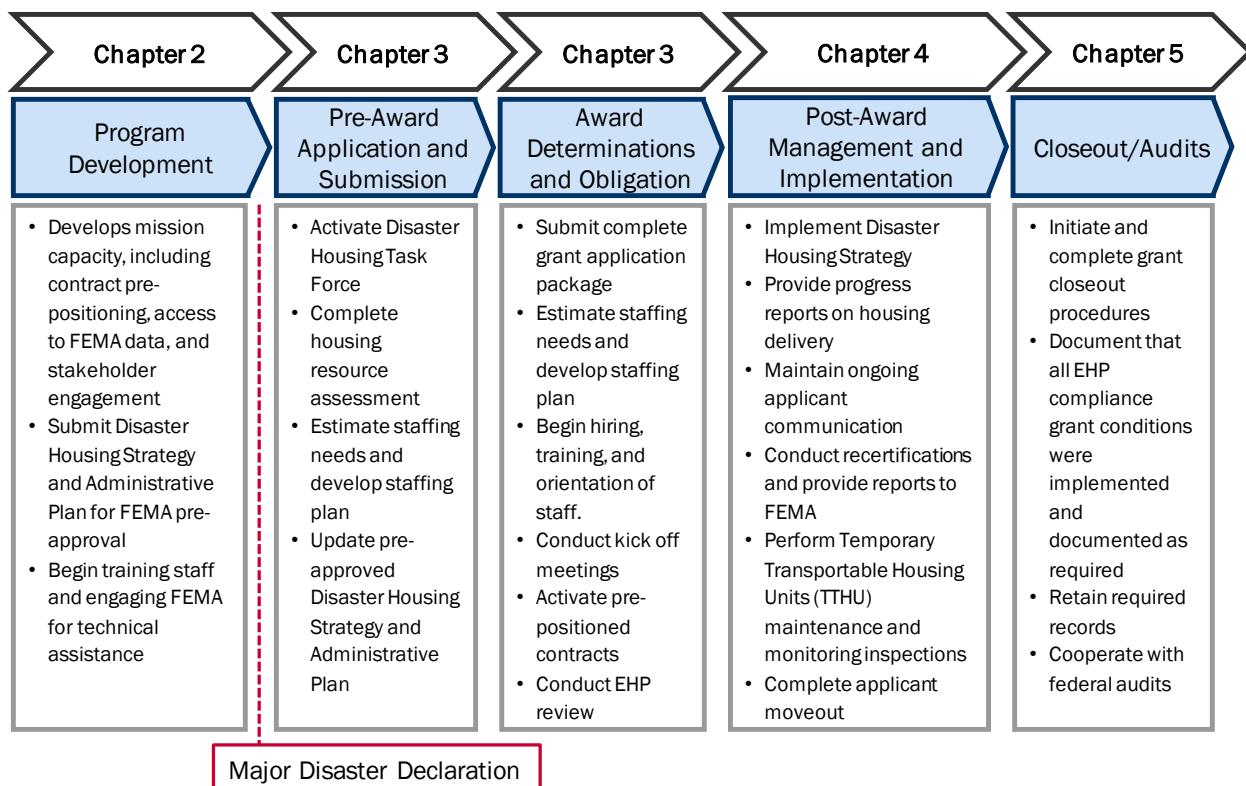


Figure 2: State-Administered Direct Housing Grant Life Cycle

Table 1 is a brief introduction to the types of direct housing assistance that recipients may choose to implement in a state-administered direct housing mission. FEMA determines which programs are authorized for direct housing missions. For more information on direct housing programs, refer to the [*Individual Assistance Program and Policy Guide*](#). Table 1 provides an overview of FEMA's direct housing assistance options. Direct housing assistance includes direct temporary housing assistance and PHC. [*Appendix D: Direct Housing Options Overview*](#) contains a more detailed overview of standard direct housing assistance programs.

Table 1: FEMA Direct Housing Options

Program	Description
Direct Temporary Housing Assistance	
Multi-Family Lease and Repair (MLR)	Allows the recipient to repair or improve existing multi-family housing to increase the supply of temporary housing available to eligible applicants. Repairs and improvements provided must be cost effective compared to other temporary housing options.
Transportable Temporary Housing Units (TTHU)	Enables the recipient to provide Manufactured Housing Units (MHU) constructed in compliance with Department of Housing and Urban Development (HUD) standards and Recreational Vehicles (RV) constructed to Recreation Vehicle Industry Association (RVIA) standards. FEMA will provide accessible MHUs and may also provide an initial supply of MHUs from FEMA inventory to sustain operations until the recipient's procurement is able to fulfill the remaining need. TTHUs may be provided on private, commercial, or group sites. <ul style="list-style-type: none"> • Private: Site provided by a survivor at no cost to the recipient, typically on the survivor's property near the survivor's pre-disaster residence. • Commercial: Existing manufactured home parks that the recipient may lease to provide temporary housing assistance. Commercial sites must not violate the Fair Housing Act. • Group: Sites provided by the recipient or local government or privately-owned property when publicly owned land is not available. All sites must have access to adequate utilities to develop a multi-pad complex.
Direct Lease	Enables the recipient to lease a property that typically would not be available to the public. Direct Lease provides temporary housing to eligible applicants who are unable to make use of financial temporary housing assistance because of a lack of available housing resources.
Permanent Housing Construction	
Permanent Housing Construction (PHC)	Enables the recipient to provide repairs (PHC-Repair) or new construction (PHC-New Construction). FEMA may only authorize this program in insular areas outside of the continental United States and other locations where there is a lack of alternative housing resources and temporary direct housing assistance is not available, feasible, or cost effective. ²

² For more information on regulations related to permanent and semi-permanent housing construction, refer to 44 CFR Part 206.117 (4).

In contrast with a FEMA-administered direct housing mission, a state-administered direct housing mission provides recipients with an opportunity to play a greater role in achieving their desired recovery outcomes and solutions to best meet their communities' needs.

Beyond the standard suite of FEMA's housing programs, the State-Administered Direct Housing Grant also allows for recipients to identify Alternative Temporary Housing Units (ATHU) that are cost effective and have sufficient capacity to address post-disaster housing requirements in a timely manner. This flexibility allows recipients to implement a more comprehensive housing program using the full range of their recovery resources (e.g., integration with CDBG-DR funds) and enhances the recipient's resilience and ability to respond to and recover from future incidents.

Chapter 2 also identifies required preparedness and planning activities that states, tribes, and territories must undertake before a disaster to qualify for a State-Administered Direct Housing Grant. In addition to planning activities, Chapter 2 also identifies preparedness activities that will help build the capabilities necessary to effectively administer FEMA's standard suite of direct housing assistance options. Figure 3 identifies these planning and preparedness activities, which are expanded upon in further detail in the following sections.

Pre-Disaster Preparedness Activities

Prior to a disaster, prospective recipients should undertake a variety of activities to better position themselves to conduct a state-administered housing mission. Figure 3 shows the four activities: the capabilities assessment, electronic system security, stakeholder network, and contract support.

Alternative Temporary Housing Units (ATHU)

An ATHU is a transportable temporary housing solution other than the manufactured homes and recreational vehicles FEMA typically provides. When considering whether to approve the use of a proposed ATHU, FEMA will consider the following:

- Suitability for disaster survivors with a disability and other access and functional needs;
- Compliance with HUD habitability standards;
- Whether the ATHU can be permitted for use in compliance with local codes and ordinances;
- The degree to which the ATHU incorporates climate and cultural considerations;
- Whether the ATHU is suitable for temporary use, including the feasibility of installing and removing the unit; and
- The ATHU's ability to be used in compliance with environmental planning and historic preservation (EHP) laws, regulations, and Executive orders.

Necessary Activities to Prepare for a State-Administered Direct Housing Mission

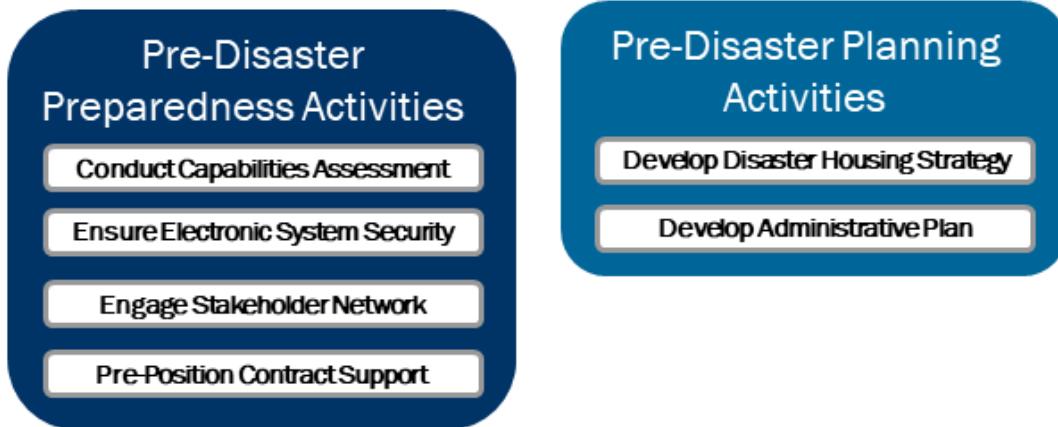


Figure 3: Required Pre-Disaster Activities

These pre-incident preparedness and capability-building activities are meant to identify current capabilities and strengthen the recipient's capacity to implement a successful direct housing mission and disaster response (such as disaster trainings and exercises with FEMA).

Conduct Capabilities Assessment

A recipient's ability to lead a state-administered direct housing mission is the principal consideration in determining whether to apply for the State-Administered Direct Housing Grant and should be an ongoing topic of discussion with the recipient's FEMA regional office. A structured approach to these discussions will establish consistency in how FEMA and recipients discuss the potential decision to pursue a state-administered direct housing mission. FEMA and the recipient must structure their dialog during steady state around the following key considerations:

- FEMA confirms state, tribe, or territory recovery plans reflect the recipient's capability to implement a state-administered housing mission, including the following:
 - Ensuring the lead agency possesses the legal authority and capability to fully implement all aspects of the housing mission (e.g., enter into leases with property owners and establish emergency contracts) and coordinates with partner agencies to fill capability gaps;
 - Scaling staff capacity, as needed, to administer the housing mission;
 - Establishing secure information sharing between the recipient and FEMA information systems;
 - Forming a Disaster Housing Task Force (DHTF), engaging a stakeholder network, and identifying roles and responsibilities for mission execution; and

- Executing and amending contracts for supplies and logistical support services necessary for executing the housing mission, including pre-positioned and emergency contracts.
- Need for FEMA technical assistance to support the recipient's planning efforts, including development of disaster housing strategies and Administrative Plans;
 - FEMA regional IA Branch will provide technical assistance on overall program delivery, as needed; and
 - FEMA regional Logistics Branch will provide technical assistance on TTHU logistical support-related requirements, as needed.
- Need for FEMA technical assistance to support procurement in accordance with regulations under grant standards;
 - FEMA Regional Grants Management Division will provide technical assistance on grants standards compliance, including procurement under grants standards, as needed.
- Capability-building activities to prepare recipients to execute a state-administered direct housing mission;
- Recipient's current grants management and housing preparedness status, including all available local preparedness data, to identify capability gaps; and
- Recipient's financial status and organizational capacity to support a state-administered direct housing mission.

Staffing Considerations and Scalability

Recipients who are planning for a state-administered direct housing mission should also consider the staffing needs to support the housing mission. Recipients should be able to staff the following categories of personnel to successfully administer a direct housing mission:

- **Communication and outreach:** Direct housing mission website development and maintenance, elected official and constituent outreach, Duplication of Benefit (DOB) messaging to communities, and public-private partnership development.
- **Contracting:** Execute and oversee pre-positioned support, contracts, and agreements.
- **Grants management:** Grant application development, monitoring and oversight, financial management, financial and programmatic reporting, timely liquidation of all obligations, and closeout reporting.
- **Housing program specialists:** State, tribal, or territorial housing or social services expertise; federal post-disaster housing recovery program expertise (FEMA, HUD development, Small Business Administration, and U.S. Department of Agriculture programs); project management and policy development experience; and state, local, tribal, and territorial (SLTT) building code and regulatory expertise (e.g., consulting or contractor support).

- **Information technology:** Equipment issuance and maintenance, system of record maintenance, data transfer and connectivity with FEMA systems, and PII security assurance.
- **Logistics:** Inventory control, facility management, resource transportation, equipment procurement, and record retention and management.

Recipients must assess their capabilities during steady state to effectively develop a plan to scale staffing to match recovery needs. The recipient can work with FEMA to plan for how to scale the recipient's direct housing mission to meet the needs of disaster survivors during progressively complex incidents. Staffing levels can be supplemented with contracted, reservist, or other temporary employees.

Reservist Program with Designated Point of Contact (POC)/Grant Lead

Recipients can develop disaster reservist programs to support federal grant implementation activities. Already developed by some states, these reservist cadres specialize in IA and are typically classified as part-time or on-call as needed and do not have a guarantee or cap on hours. This allows the recipient to have a trained workforce at hand with flexibility to surge staffing, as needed, to scale support to match the needs of a housing mission while minimizing risks and additional costs of maintaining a large, permanent workforce. To keep reservists up-to-date on current practices, recipients should develop housing mission-specific training courses and provide the cadre with training opportunities offered by FEMA.

Mutual Aid

The Emergency Management Assistance Compact (EMAC), and similar agreements, such as memorandums of understanding (MOU) and mutual aid agreements, are another avenue for temporarily augmenting staff.³ Recipients can use EMAC to request direct housing expertise from other states or loan out their own staff to gain experience in administering direct housing grants and maintain their skills. Through EMAC, state agents can gain experience when other states need assistance with aspects of the different direct housing programs. Assisting states benefit from fulfilling EMAC requests by providing their staff with more opportunities and experience in state-administered direct housing missions. The requesting state benefits from EMAC deployments by conserving resources to support a smaller cadre of on-call personnel while relying on mutual aid to obtain surge staff when needed.

States must follow standard EMAC processes for requesting assistance, mobilizing, deploying, or demobilizing personnel and applying for reimbursement. The requesting state is generally eligible for FEMA reimbursement if it has the proper documentation. For more information about EMAC, refer to Public Law 104-321 and 110 Stat. 3877, specifically the

³ Tribes do not participate in EMAC. However, tribal governments can secure similar benefits through MOAs and mutual aid agreements with surrounding communities and other tribal nations to supplement housing resources.

four commonly referenced articles of the compact, which address the primary concerns of personnel and states offering and receiving assistance:

- Article IV, Limitations
- Article V, Licenses and Permits
- Article VIII, Compensation
- Article IX, Reimbursement

For additional information about EMAC, visit www.emacweb.org, contact the National Emergency Management Association at www.nemaweb.org, or contact your respective state emergency management agency.

Pre-Identify Direct Housing Sites or Geographical Areas

Recipients can prepare for a state-administered direct housing mission by pre-identifying geographical areas or sites throughout the recipient's jurisdiction that are most likely to require a post-disaster housing mission. By pre-identifying these sites and assessing which programs they would be best used for, the recipient increases the likelihood that the recipient's request will be approved by FEMA and decreases the timeline for approval. Recipients can also pre-identify the following sites for potential:

- TTHU staging areas,
- Commercial TTHU sites,
- Group TTHU sites, and
- Direct Lease or Multi-Family Lease and Repair (MLR) properties.

All information on steady-state site assessments should be included in the recipient's Administrative Plan.

Procurement

Recipients should ensure that staff responsible for coordinating the request for and administration of direct housing grant funding comply with all federal procurement standards and regulations. Procurement requirements include the following:

- States and territories must comply with 2 CFR Part 200.317, "Procurement by states," and 2 CFR Part 200.322, "Procurement of recovered materials."
- Ensure every purchase order or contract includes all clauses required by 2 CFR Part 200.326.
- Federally recognized tribal governments must follow 2 CFR Part 200.318, "General procurement standards," through 2 CFR Part 200.326, "Contract provisions."

For more information on procurement requirements, refer to Chapter 4: Grant Award Roles, Responsibilities, and Procedures.

Ensure Security for Data Collection and Sharing

Data collection and sharing are crucial to effectively coordinating with FEMA to implement a state-administered direct housing mission, both to comply with federal standards and to ensure operational effectiveness. Electronic systems provide transparency across all levels of government (e.g., FEMA and recipients) and help ensure disaster survivors have a consistent customer service experience, receive the direct housing assistance for which they are eligible, and have access to the resources they need to recover from disasters.

Personally Identifiable Information

Personally Identifiable Information (PII) is information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Examples include name, personal address, personal telephone number, Social Security number, driver's license number, and bank account numbers. The Privacy Act of 1974, as amended, 5 U.S.C. 552a requires FEMA to protect all PII that it collects. State-administered direct housing missions require FEMA and the recipient to collect, exchange, and protect PII throughout the course of the housing mission. PII requirements apply to a party involved in carrying out the grant or the direct housing program, not just the recipient.

Contractors, nonprofits, and other entities must also comply with Privacy Act requirements. Prospective recipients should develop processes, procedures, and systems during pre-disaster conditions to ensure they will be prepared to securely store and share PII during a housing mission. In addition, recipients must follow FEMA and federal standards for protecting PII, including data encryption and password protection, and establish and maintain a system of record for storing PII data and exchanging information with FEMA's system of record.

For more information on specific conditions and responsibilities of FEMA and the recipient, refer to [Attachment J: Information Sharing Access Agreement](#).

Compliance with Personally Identifiable Information Requirements

The recipient, through the agency governing the state-administered housing mission, must ensure compliance with the following:

- The Privacy Act of 1974 (Privacy Act), as amended. 5 U.S.C. § 552a;
- DHS/FEMA policies for contractors, MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information" (MD 11042.1); and
- DHS Handbook for Safeguarding Sensitive PII (December 2017).

Data Sharing and Management

To meet FEMA's data collection and sharing requirements, recipients may choose to maintain a system of record with automated processes to streamline data exchanges with FEMA or access FEMA's systems directly. A system of record is an information technology system capable of storing collected data related to the direct housing mission and providing real-time reporting and tracking of key steps in the housing process, including the following:

- Applicant status;
- Housing option feasibility results;
- Delivery, installation, and construction progress;
- Applicant move-in and move-out dates; and
- Date and time of survivor interactions.

During steady state, recipients should identify staff that will likely require some level of FEMA systems access during a state-administered direct housing mission. FEMA will coordinate internally to initiate the process (e.g., background investigations) needed to approve systems access. If the recipient uses its own internal electronic systems and exchanges data directly with FEMA systems, DHS and FEMA privacy and information law policies apply to all data exchange as set forth in [DHS 4300A, "Sensitive Systems Handbook](#). Prior to data exchange, FEMA and the recipient must enter into one of the following agreements:⁴

- FEMA-State Agreement (FSA),
- Computer matching agreement (automated data matching),
- Interconnection security agreement (data feeds without internal matching), or
- Information-sharing access agreement (manual data sharing via delivery of raw datasets).

To ensure readiness prior to an incident, the recipient should work with FEMA during steady state to meet all legal requirements and to test interoperability across systems. FEMA personnel who coordinate with recipient staff during a state-administered direct housing mission should be given access to a non-FEMA system, as appropriate. Interoperability requires the defining standard terminology and semantic content to ensure accuracy when

Best Practice: Using Geographic Information Systems (GIS) To Coordinate and Collaborate

To assist in coordinating and collaborating with FEMA throughout the housing mission life cycle, recipients can create a GIS "map book" to document the most up-to-date collection of geographic information about housing mission progress. This can assist in collaboratively strategizing and executing the housing mission while improving shared situational awareness. Disaster survivor data included in a GIS "map book" may be considered PII and subject to the Privacy Act.

⁴ Prospective recipients should contact their FEMA region to obtain copies of the data sharing and management documents.

discussing aspects of data, a data exchange process, or all interdependencies.

[Attachment A: Required Data Fields](#) details the naming convention for database objects of the key, standard information that must be collected in the recipient's system.

FEMA requires a test and evaluation plan to model the intended process once data sharing has been established, FEMA also requires a minimum period of time to test the exchange and validate results of all manuals or automated feeds prior to the execution of a direct housing mission. FEMA must be able to reconcile records between systems to ensure accurate reporting and access all external systems for event reporting to troubleshoot automated data exchange failures.

Data Breaches

If a data breach occurs or if there is an unauthorized exposure, release, or misuse of applicant PII shared under the provisions of this grant, in either physical or electronic format, the recipient must immediately report the incident to the FEMA privacy officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov. The recipient must also assist FEMA in responding to or mitigating all data breaches.

Identify and Develop Stakeholder Network

Recipients should pre-identify lead representatives and key stakeholder organizations necessary for implementing direct temporary housing assistance and PHC, as applicable. However, at the recipient's discretion, a representative may be chosen to lead the state-administered direct housing mission. The following list provides examples of stakeholders that should be involved in a state-administered direct housing mission, either as a primary, coordinating, or in a supporting capacity.

- The DHTF;
- State, tribal, or territory emergency management agency;
- Agencies such as housing, development, or social services that administer other grant programs (e.g., Disaster Case Management [DCM] and HUD CDBG-DR);
- Governor or tribal chief executive's office;
- Private sector stakeholders; and
- Voluntary agencies.

During this process, recipients should designate a lead agency that has the legal jurisdiction and authority and capability to fully implement all aspects of the housing mission (e.g., enter into leases with property owners and establish pre-positioned contracts). Recipients should consider that one agency may not have the jurisdictional authority needed for all aspects of the housing mission and should be aware of which agencies need to be involved with each of the activities in the housing mission process to fill capability gaps. Additional information on forming a collaborative stakeholder network and concepts related to this pivotal planning process are located in FEMA's "Planning Considerations: Disaster Housing" guidance. This

document also provides an overview of the prerequisite roles and responsibilities for developing housing goals and identifying and implementing housing solutions.

Pre-Position Contract Support

Recipients may choose to hire contractors to assist with various aspects of a state-administered direct housing mission. Working with construction and supply vendors during steady-state conditions to sign emergency contracts will expedite the mobilization of key services necessary to promote the timely delivery of post-disaster housing. Recipients should be aware that their ability to procure resources and services may be challenged by demand generated from the disaster and the impact of disaster conditions on infrastructure and supply chain logistics. Recipients should complete as much of the acquisition process as possible before an incident.

Recipients can use pre-positioned contracts to supplement or perform similar functions to a recipient-level reservist program. Recipients may procure other contract support to help manage and operate electronic systems used in the direct housing mission. For more information on procurement compliance, refer to [Chapter 4: Grant Award Roles, Responsibilities, and Procedures](#).

The state, tribe, or territory should have contracts pre-positioned or in place for key direct housing program activities. This includes but is not limited to contracting support for the following:

- Surge staffing;
- Database development and management;
- Developing feasibility assessments for MLR, PHC-New Construction, PHC-Repair, and TTHU sites;
- TTHU purchase, delivery, installation, maintenance, deactivation, and disposition (units purchased with grants funds);
- Property management for direct lease; and
- Construction and repair services.

A complete overview of a direct housing mission, including roles, responsibilities, and definitions, is available in Appendix D: Direct Housing Options Overview.

Required Pre-Disaster Planning Activities

To be eligible for a State-Administered Direct Housing Grant, prospective recipients are required to complete a Disaster Housing Strategy and an Administrative Plan, both of which require FEMA approval. These documents will be updated post-disaster during the State-Administered Direct Housing Grant application process to reflect the requirements of the housing mission.

This section provides a high-level overview of each required pre-disaster planning activity. States are encouraged to use the templates included in [Appendix E: Disaster Housing Strategy Template](#) and [Appendix F: Administrative Plan Template](#) to assist with developing their Disaster Housing Strategy and Administrative Plan. FEMA will base its assessment of a recipient's overall disaster housing capability on the content of these two documents. Figure 4 provides an overview of the primary activities and periods of time associated with the State-Administered Direct Housing Grant. Specific requirements related to these activities and periods of time are presented in subsequent chapters and attachments.

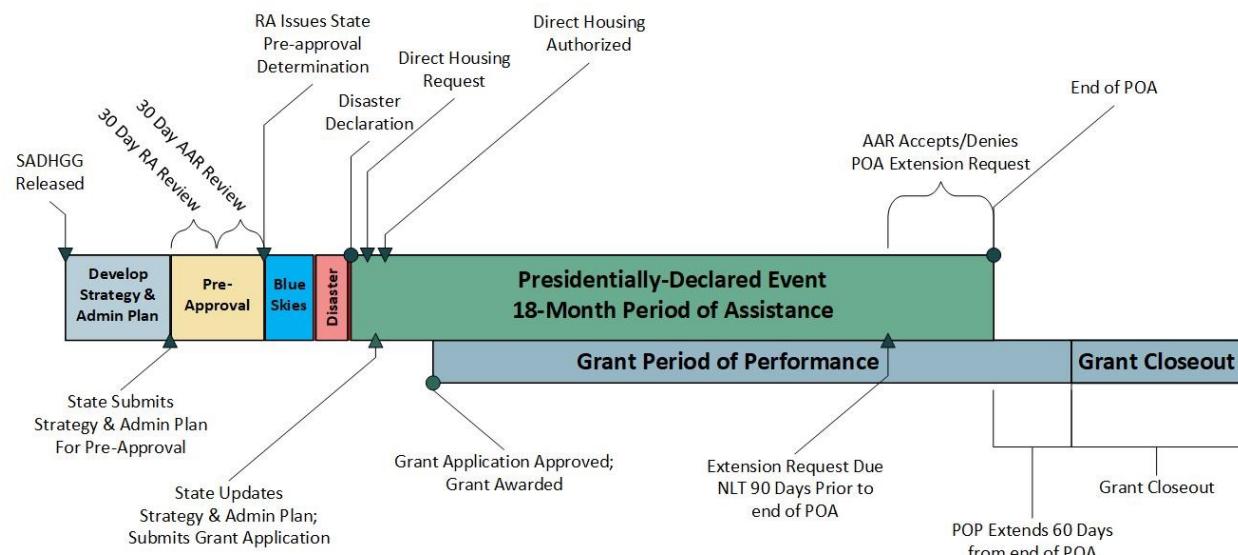


Figure 4: State-Administered Direct Housing Grant Timeline

Prospective recipients must submit their Disaster Housing Strategy and Administrative Plan to their FEMA regional office, which begins the approval process. Prospective recipients must also annually review their Disaster Housing Strategy and Administrative Plan and submit revised documents, if necessary, to their FEMA regional office. FEMA regional office and FEMA HQ staff will review disaster housing strategies and administrative plans to assess the prospective recipient's ability to administer the housing mission. If necessary, FEMA regional office staff will inform the prospective recipient when the

Developing Pre-Disaster Housing Strategies and Administrative Plans

It is imperative that states, tribes, and territories not wait to develop their Disaster Housing Strategy and Administrative Plan until a disaster declaration is imminent. Rather, prospective recipients of a State-Administered Direct Housing Grant should engage their FEMA regional counterparts during state-steady conditions to request technical assistance from the region and FEMA HQ in developing their Disaster Housing Strategy and Administrative Plan.

capabilities or processes identified in the recipient's Disaster Housing Strategy or Administrative Plan require further development for approval. If a prospective recipient's Disaster Housing Strategy or Administrative Plan is incomplete or requires revision, FEMA regional office staff, supported by the FEMA HQ IA Disaster Housing Unit, are also available to provide subject matter expertise and technical assistance to help prepare the document(s) for re-submission and approval.

Disaster Housing Strategy

The Disaster Housing Strategy outlines how the recipient—in coordination with local, Non-Governmental Organization (NGO), private sector, and federal partners—will provide post-disaster housing solutions and promote timely, effective housing recovery outcomes for individuals and households. Table 2 provides an overview of the key Disaster Housing Strategy components. [Appendix E: Disaster Housing Strategy Template](#) provides a template and additional guidance for developing a Disaster Housing Strategy.

Table 2: Disaster Housing Strategy Components

Component	Description
Executive Summary	
Executive Summary	An overview of disaster housing recovery priorities and goals. This section should also provide a high-level summary of pre-disaster preparedness activities and post-disaster activities that the recipient will undertake in support of a post-disaster housing mission.
Planning and Preparedness	
Funding for Disaster Housing Missions	An overview of how disaster housing missions are funded, including declared federal disasters for which FEMA grant funds may be available and non-federally declared disasters that rely on SLTT government funding.
Risk Assessment and Mitigation Strategy	A list of locations throughout the state, tribe, or territory's jurisdiction that are at increased risk for disaster impacts and are most likely to require a post-disaster housing mission. Each location identified in the risk assessment must include a risk mitigation strategy that accounts for the following: <ul style="list-style-type: none">• The post-disaster housing solutions most suitable to those areas,• Post-disaster housing limitations (e.g., lack of rental properties and densely populated urban centers unsuited to Transportable Temporary Housing Units), and• Social vulnerability profiles (e.g., children, the elderly, those with access and functional needs, etc.).

Component	Description
Plan for Integrating Federal and Other Recipient Recovery Programs	<p>A description of how FEMA IA, including but not limited to direct housing assistance, the recipient's own recovery programs, HUD programs (e.g., CDBG-DR), and other resources fit into the housing mission. The goal of the housing strategy is to provide an overview of how survivor needs should be directed to the appropriate program in such a way that the survivor is supported through the whole life cycle of the incident.</p> <p>The strategy should also include redevelopment policies and principles that ensure that post-disaster recovery includes the strengthening of the housing stock in addition to provisions for resilient low-income housing to mitigate the impact of all future disasters.</p>
Program for Training, Exercising, and Continual Improvement	<p>A plan for conducting training and exercises to build and maintain capabilities required for a disaster housing mission. The recipient must also identify a continuous improvement strategy for incorporating lessons learned and best practices from experiences with state-administered direct housing missions.</p>
Organization and Partners	
Organizational Approach	<p>An organization structure, including roles and responsibilities, for the Disaster Housing Task Force (DHTF), identifying the lead agency and supporting agencies helping to administer the direct housing mission.</p>
Plan for Activating a DHTF	<p>An activation plan for a DHTF, as outlined in the <i>National Disaster Housing Strategy</i>, to bring together recipient, local, NGO, private sector, and federal expertise to evaluate housing requirements, consider potential solutions, identify people with disabilities and others with access and functional needs, and propose recommendations. The strategy should rely on the recipient's and partners' knowledge of local geography, demographics, and context to anticipate needs during a disaster housing mission. The activation plan must assign DHTF members with housing mission responsibilities.</p>
Lead Agency	<p>The recipient must identify a lead agency to coordinate and deliver the state-administered housing mission. The lead agency is not required to be an emergency management organization. The lead agency, however, must have the requisite legal authorities to administer the housing mission.</p>
Supporting Agencies	<p>The recipient must also identify all supporting agencies expected to assist the lead agency in the delivery of state-administered housing mission.</p>
Private Sector Integration	<p>An approach to integrating private sector support for the recipient's housing mission, including contracting for disaster housing services and ensuring provision of wrap-around services. State, tribal, and territorial governments typically have close collaborative relationships with private sector partners within their jurisdictions. Recipients should look to integrate private sector liaisons or chambers of commerce at the state and local level to help coordinate business-led, government-supported recovery operations. These relationships also offer the foundation for planning and exercises that enable preparedness and are supported, as appropriate, by federal partners. Refer to the Procurement Compliance section in Chapter 4: Grant Award Roles, Responsibilities, and Procedures of the SADHGG for more information.</p>
Intergovernmental Support and Mutual Aid Agreements	<p>An approach to accessing resources and support from within and across the recipient's jurisdictional boundaries, including intergovernmental mutual aid agreements and MOUs with the private sector or NGOs.</p>

Component	Description
Disaster Housing Mission Phases	
Sheltering Phase Strategy	A strategy for delivering sheltering services to survivors, including roles and responsibilities for the lead and supporting agencies, inventories of mass shelter facilities, and contingency plans for sheltering shortfalls.
Temporary Housing Phase Strategy	A strategy for delivering temporary housing services to survivors, including roles for the lead and supporting agencies, and types of temporary housing options to be implemented.
Permanent Housing Phase Strategy	A strategy for delivering permanent housing placement services to survivors, including roles for the lead and supporting agencies.
Other Post-Disaster Activities	An overview of supporting programs that the recipient and its partners will utilize to supplement the disaster housing mission. Recipients should identify their own programs, which can leverage the support provided by Disaster Case Management (DCM), FEMA financial assistance, and HUD CDBG-DR funding.

Administrative Plan

Once FEMA approves a direct housing mission and determines which housing options will be available, the recipient chooses which direct housing options to implement from the available options, as defined in its Administrative Plan. The Administrative Plan establishes which direct housing options the recipient chooses to implement (if approved), how it will execute the options, and the fiscal monitoring and tracking procedures the recipient utilizes when leading a housing mission. The Administrative Plan must detail the recipient's organizational and management structures, including roles and responsibilities. Moreover, the Administrative Plan must include the methodology for executing the housing mission and capabilities outlined in the Disaster Housing Strategy. Table 3 provides an overview of the key Administrative Plan components. [Appendix F: Administrative Plan Template](#) provides a template and additional guidance for developing an Administrative Plan.

Housing Options Selection in Administrative Plans

Recipients are not required to include all options, but FEMA will only award grants to implement direct housing options authorized for the disaster and included in the Disaster Housing Strategy and administrative plan and will not concurrently implement direct housing options that are not included in the plan.

Table 3: Administrative Plan Components

Component	Description
Administrative Plan Development	
Authorities and References	A list of all federal, state, local, tribal, and territorial laws and regulations with which the recipient must comply. Recipients are required to comply with federal procurement laws defined in 2 CFR Part 200.317. Recipients are to administer federal awards in compliance with state policies and procedures, as well as 2 CFR Part 200. FEMA will verify compliance with state policies and 2 CFR Part 200 during monitoring visits. See Appendix F: Administrative Plan Template for a preliminary list of federal authorities and references.
Definitions	A list of definitions and brief descriptions for all key federal, state, local, tribal, and territorial entities active in the housing mission. See Appendix F: Administrative Plan Template for a preliminary list of likely leadership positions and offices.
Program Descriptions/ Assumptions	A list of housing options the state, tribe, or territory could implement, including estimated costs. Forms of direct housing the recipient may choose to administer include the following: <ul style="list-style-type: none"> • Multi-Family Lease and Repair (MLR) • Transportable Temporary Housing Units (TTHU) <ul style="list-style-type: none"> ◦ May include Alternative Temporary Housing Unit (ATHU) proposal • Direct Lease • Permanent Housing Construction (PHC) <ul style="list-style-type: none"> ◦ Repair ◦ New Construction
Administrative Costs	A list of anticipated costs for activities directly related to managing and administering the grant award. Administrative costs are not intended to cover direct costs related to specific direct housing programs or projects. Payments for administrative costs are limited to 5 percent of the total grant award. Examples of allowable administrative costs include the following: <ul style="list-style-type: none"> • Costs of overall project management • Budgeting • Coordination • Monitoring • Reporting and evaluation of program and project performance
Administrative Plan Program Requirements	
Assignment of Grant Program Responsibilities to State, Tribal or Territorial Officials or Agencies	A statement identifying the lead government agency and its role and responsibility for administering the direct housing grant. The lead agency must have the authority to accept and administer the housing mission. Lead agency staff will also demonstrate experience in managing similarly complex programs. Also includes a statement identifying all supporting agencies expected to assist the lead agency and their role and responsibilities in the delivery of the state-administered housing mission. Supporting agencies must have the requisite authorities commensurate with their roles and responsibilities.

Component	Description
Performance Targets	<p>A detailed description of the implementation milestones and performance metrics on all selected housing options, including the following:</p> <ul style="list-style-type: none"> • Total estimated capacity • Initial ramp-up time • Peak delivery rates • Completion times for required inspections (including inspections required for FEMA's Environmental Planning and Historic Preservation [EHP] review) • Routine and emergency maintenance response times • Conducting applicant recertification interviews: <ul style="list-style-type: none"> ○ Frequency of reviews, ○ Timeframes for reporting updates to FEMA for decision, ○ Timeframes for providing FEMA with referrals for potential revocation based on noncompliance with FEMA's program terms and conditions, and ○ Milestones for integrating disaster case management and CDBG-DR, when applicable. • Demobilizing housing unit after the applicant vacates.
Staffing Capability and Scalability	<p>A list of primary points of contact at the lead agency and supporting agencies that will support administration and/or implementation of the housing mission. The staffing schedule must also identify all position titles, salaries, qualifications, duties, and the percentage of time that each assigned staff member will spend supporting the housing mission.</p>
Past Performance	<p>A list of relevant past performance in executing federal grants and administering housing assistance. Must include references to relevant after-action reports and findings from audits. Past performance must demonstrate the following:</p> <ul style="list-style-type: none"> • Financial stability, • Quality of management systems, • Audit findings and results, • Ability to meet management standards, and • Ability to implement effectively statutory, regulatory, or other requirements.
Communications Plan	<p>A list of procedures and responsibilities for the recipient when interacting with disaster housing applicants. Examples of procedures include the following:</p> <ul style="list-style-type: none"> • Implementation of continued communication plan for FEMA-identified eligible applicants, including the following: <ul style="list-style-type: none"> ○ Internal communications, ○ External communications, ○ Communications plan timeframe, ○ Crisis messaging plan, and ○ Public health information plan. • Contacting applicants for move in; • Temporary housing unit monitoring and inspection; and • Answering requests for reasonable accommodations.

Component	Description
Information Technology Systems/Privacy and Confidentiality	<p>A list of all federal, state, local, tribal, and territorial privacy and confidentiality laws and regulations that the recipient must adhere to through the housing mission to protect personally identifiable information (PII) and other sensitive data. This section must also do the following:</p> <ul style="list-style-type: none"> • Describe how the recipient's system of record will match data with FEMA data systems. • Identify how the recipient will protect PII. • Describe reporting processes and response actions if housing mission data is compromised during or after the housing mission. • Recipients must require all subcontractors or subrecipients that collect, maintain, or disseminate FEMA PII on behalf of the recipient to agree in writing to the same restrictions, conditions, and requirements that apply to the recipient with respect to FEMA PII. • FEMA may require review or approval of subcontractor or subrecipient agreements with respect to FEMA PII as a condition of grant funding.
Quality Assurance Plan	The plan the recipient will use to monitor the quality, effectiveness, accuracy, and program requirements of the work.
Administrative Plan Financial Requirements	
Grants Management and Oversight	<p>An approach to recipient fiscal monitoring, tracking, and reporting responsibilities, including a description of how the recipient will abide by state, tribal, or territorial purchase and payment policies and federal requirements. The financial and federal award management roles and responsibilities of the recipient will be outlined here. States and territories are to administer federal awards in compliance with state policies and procedures, as well as the specific federal procurement under grant rules at 2 CFR Parts 200.317, 200.322, and 200.326. FEMA will verify compliance with state policies and the federal procurement under grant requirements during monitoring visits. Tribes are required to comply with federal procurement under grants rules defined in 2 CFR Parts 200.318 to 200.326.</p> <p>This section will include information on the following:</p> <ul style="list-style-type: none"> • Recipient audit requirements, • Recipient procedures for compliance, • Federal audit requirements, • State compliance requirements, and • Reporting suspected fraud, false claims, and related crimes. <p>As well as a list of grants management oversight requirements, including the following:</p> <ul style="list-style-type: none"> • Federal financial reporting requirements, and • Ineligible administrative costs.
Grant Closeout	A plan with roles and responsibilities for grant closeout. The plan must include an approach for TTHU disposal, as well as all approved tasks under the grant award, in compliance with the Period of Assistance (POA) and other federal reporting and closeout requirements within 90 days of the end of the Period of Assistance.

Component	Description
Document Retention	A plan for retaining records, including but not limited to supporting documentation, statistical records, pertinent contracts, and subordinate agreements.

FEMA Review of Required Pre-Disaster Documents

FEMA staff will perform an initial review to determine whether the state, tribe, or territory applying for the grant is eligible to receive it. Following that, FEMA staff will ensure that the Disaster Housing Strategy and Administrative Plan meet the capability evaluation criteria. FEMA will notify the prospective recipient if the recipient's application is incomplete. During the application review, regional FEMA staff (in collaboration with FEMA HQ staff, as necessary) will do the following:

1. Receive and log the information received,
2. Perform an initial review of the documents provided,
3. Conduct an entity risk assessment, and
4. Evaluate and coordinate review of the scope of work and budget information.

FEMA will evaluate technical aspects of all grant documents before deciding to approve or deny the pre-disaster Disaster Housing Strategy and Administrative Plan. Applications must be reviewed for budget information and program narratives following the standard application review to scope the full amount of funds being requested. The award process is explained in [Chapter 4: Grant Award Roles, Responsibilities, and Procedures](#) in more detail.

Review Criteria

FEMA will use the following criteria when reviewing the prospective recipient's Disaster Housing Strategy and Administrative Plan to determine whether they demonstrate the prospective recipient has demonstrated the recipient possesses the capabilities necessary to administer a direct housing mission:

Component	Description
Overall	
Program Management	<ul style="list-style-type: none"> • Identifies housing solutions to be implemented, • Identifies clear implementation milestones and geographic scope of mission, • Outlines cost estimates for each housing option implemented, • Demonstrates knowledge of budgeting techniques and best practices, • Applies record keeping/documentation principles and procedures for auditing and evaluation purposes, and • Identifies detailed program costs (e.g., housing, administration, staffing, contracted components, logistics, maintenance, and contingency or emergency expense planning).

Component	Description
Past Performance in Managing Federal Grants	<ul style="list-style-type: none"> • Financial stability; • Quality of management systems, and ability to meet management standards; • History of performance in managing federal awards; • Reports and findings from audits; • Ability to implement effectively statutory, regulatory, or other requirements; and: • Demonstrated acceptable past performance in execution of other federal grants/DHS grants/FEMA grants/state grants/similar programs through after-action reports and audits.
Past Performance Administering Disaster Housing	<ul style="list-style-type: none"> • Management and implementation of CDBG-DR and state-wide housing/development agencies or programs and operations, • Results of partnership with previous FEMA housing missions in state, and <ul style="list-style-type: none"> • Provide list of previous collaborative missions and results through after-action reports and audits
Communications Plan	<ul style="list-style-type: none"> • Policies and procedures for communicating disaster housing programs to all applicants, and • Communications plan should include the following components: <ul style="list-style-type: none"> • Complete list of media selected to communicate with applicants (e.g., television, radio, Internet [disaster-specific Website], social media, and mail); • Communication timeline and frequency, and identifies the geographic coverage of the outreach; • Identify key stakeholders for strategic communications; and • Designates a primary agency and POC responsible for communications

Component	Description
Staffing Management & Scalability	<ul style="list-style-type: none"> • Administrative plan must demonstrate current staffing capacity and capability. • Plan must also feature methods for recruiting, hiring, and training new staff and filling vacancies because of staff turnover. • Administrative plan must also identify capacity and capability of pre-positioned contracting in order to meet the staffing requirements of the mission. • Plan identifies organizational chart that includes names of state personnel and contracting personnel. Plan must also include hiring/contracting plan for filling staffing gaps. Plan must also include roles and responsibilities of all personnel listed on chart. Plan must contain roles and responsibilities for personnel hired to address staffing gaps (e.g., contractor/surge/EMAC/hiring event). • Lead agency key personnel with the following skill sets: <ul style="list-style-type: none"> • Financial management • Contract management • Staff management • Federal compliance • State and local code compliance • PII safeguarding and data management • Quality assurance oversight • Casework • Logistics • Must provide qualifications and projected salaries of key personnel.
Pre-Positioned Contracts	<ul style="list-style-type: none"> • Plan demonstrates knowledge of federal procurement under grants requirements and clearly describes process and controls to ensure compliance. • Plan clearly identifies state, tribal, or territorial procurement process, including the use of pre-positioned contracts, emergency contracting procedures, General Services Administration (GSA) Schedule, or other method to ensure timely delivery of services. • Application must identify contractor capacity and scalability, location of services to be performed, contract scope, and Period of Performance. Application will also identify contracting officer representative/contract oversight personnel within lead agency. • Plan will also identify number of pre-positioned contracts, dollar amounts of each contract, and contract requirements.

Component	Description
Information Systems Capabilities	<p>Plan must detail its capabilities and intent to do the following:</p> <ul style="list-style-type: none"> • Engage with FEMA Housing Operations Management Enterprise System (HOMES) after complying with DHS Threshold Analysis (DTA), or • Utilize a state-developed or purchased system with the following requirements: <ul style="list-style-type: none"> • Verified capability to interface (e.g., general interoperability and data input) with HOMES system; • Compliance with DTA; • Compliance with the Privacy Act of 1974, as amended, 5 U.S.C. § 552a; • Collects all pertinent information required to facilitate applicant services; • Identify redundant systems and procedures to monitor, mitigate risks, or system failures; • Contract support for information technology (IT) system in place; and • Training procedures for users.
FEMA's review will also include the following additional factors based on the housing options included in the prospective recipient's Disaster Housing Strategy and Administrative Plan.	
Pre-Identified Disaster Housing Resources	<ul style="list-style-type: none"> • Locations of commercial parks and potential group sites, • TTHU staging areas, • Vacant multi-family housing units, and • Viable direct lease residential properties. • Summary of the number of site types located, estimated capacity, and whether costs and available utilities have been captured; • Contact information for existing commercial parks, potential group site locations, and/or potential TTHU staging areas; and • Property details (e.g., number of TTHU pads, available utilities, age-restricted communities, proximity to wrap-around services, pet allowances/restrictions, and flood zones).
Local Zoning & Permitting	<ul style="list-style-type: none"> • Identify established protocols and procedures for permitting, zoning, and ordinance waivers for the placement, transportation, and connection of utilities for TTHUs; • Identify coastal high hazard areas, Special Flood Hazard Areas (SFHA), velocity zone, floodways, Otherwise Protected Areas (OPA), and Coastal Barrier Systems Act (CBRA); • Identify senior-level POC on zoning, permitting, and TTHUs acceptance in state/locality in Administrative Plan; • Identify established protocols and procedures to streamline permitting of MLR properties; and • Identify established protocols and procedures to streamline permitting of PHC-Repair and PHC-New Construction properties.

Component	Description
Multi-Family Lease and Repair	<ul style="list-style-type: none"> • Local permitting compliance, licensing requirements, EHP laws, regulations, and Executive orders and identification of the building codes the proposed solution complies with, as outlined in the Disaster Housing Strategy; • Ensure MLR costs are cost-effective to other available housing programs; • Demonstrate an understanding and ability to comply with FEMA policy contained within the IAPPG; • Identify potential properties that meet MLR criteria, as determined by FEMA and listed in the Disaster Housing Strategy; • Conduct feasibility assessments on potential MLR properties, including cost of making a unit in the property disability accessible, number of units, scope of repairs or improvements needed, and discussions with the property owner; • Evaluate and prioritize properties to determine proximity to high risk disaster-prone areas, reasonable commuting distance, and potential MLR properties outside the IA designated areas; • Establish template documents for leasing agreements and invoicing documentation; • Demonstration that the proposed solution complies with HUD Housing Quality Standards (HQS); • Conduct EHP review; • Ensure local permitting compliance, licensing requirements, and identification of the building codes, as outlined in the Disaster Housing Strategy; and • Roles and responsibilities of FEMA, local, territory, other federal agency, and NGO personnel responsible for implementing MLR.

Component	Description
Transportable Temporary Housing Units	<ul style="list-style-type: none"> • Determine eligible group and commercial sites that are feasible for placing the size and type of unit that meet the required programmatic criteria, including the following: <ul style="list-style-type: none"> • Locations within reasonable commuting distance; • Leases commercial sites at a fair market price in the affected area; • Maintains reasonable and cost-effective repairs or improvements necessary to make the site functional; • Requires no additional costs for utilities, grounds maintenance, trash removal, snow removal, or other costs typically included in leases prior to the disaster; • Federal, state, local, and tribal, compliance with all regulations to establish new group sites; • Sites that have access to wrap-around services, such as basic social services, access to transportation, police/fire protection, emergency/health care services, communications, utilities, grocery stores, child care, and educational institutions; • Assess sites for potential floodplain management concerns (e.g., floodway, coastal high hazards locations, and depth of flooding); and • Ensure sites comply with local floodplain management requirements. • Demonstration that the proposed solution complies with HUD HQS; • Conduct EHP review; • Demonstrates an understanding and ability to comply with FEMA policy contained within the IAPPG; • Local permitting compliance, licensing requirements, environmental/historic preservation requirements, and identification of the building codes with which the proposed solution complies, as outlined in the Disaster Housing Strategy; and • Roles and responsibilities of FEMA or other federal agency, state, local, tribe, territory, and NGO personnel responsible for hauling and installing TTHUs.
Alternative Temporary Housing Unit Proposal	<ul style="list-style-type: none"> • A comparative analysis of the cost, delivery, and installation capacity compared to MHUs and RVs, as listed in the Disaster Housing Strategy and Administrative Plan; • Discussion of accessibility considerations/options; • Demonstration that the proposed solution complies with HUD HQS; • Demonstrate an understanding and ability to comply with FEMA policy contained within the IAPPG; • An estimate of installation and removal timelines; • Local permitting compliance, licensing requirements, EHP laws, regulations, and Executive orders and identification of the building codes the proposed solution complies with, as outlined in the Disaster Housing Strategy; • Suitability of the proposed unit to local climate and cultural considerations; • Discussion of installation and deactivation requirements, demonstrating the unit can removed;

Component	Description
Direct Lease	<ul style="list-style-type: none"> • Conduct EHP review; and • Examine mitigation considerations. <ul style="list-style-type: none"> • Determine property eligibility in the Disaster Housing Strategy that is an existing residential property, not normally available (e.g., corporate apartments, vacation rentals, and secondary homes); <ul style="list-style-type: none"> • Determine eligible properties within reasonable commuting distance with wrap-around services to disaster risk areas; • The property must comply with HQS established by HUD, and all utilities, appliances, and other furnishings must be functional; • Units must provide complete living facilities, including provisions for cooking, eating, and sanitation within the unit; and • Units must be located in an area designated for IA included in a major disaster declaration. • As outlined in the Disaster Housing Strategy, the recipient must procure the services of a property management company in accordance with state laws and policies, as well as 2 CFR Part 200. The recipient must ensure that the lease agreement with the owner or management company includes the necessary provisions, including the following: <ul style="list-style-type: none"> • Exclusive use of the housing units, and sole discretion to identify and select occupants during the term of the lease agreement; • The option to extend the lease if FEMA extends the Period of Assistance beyond the required 18 months; • The option of releasing the unit to the owner and ceasing all monthly payments for the unit at all times by providing a 30-day notice; • The ability to make permanent modifications or improvements to the property (at the recipient's expense) to provide a reasonable accommodation for an eligible applicant with a disability and others with access and functional needs; • Liability clause for damage to leased property; and • The property owner's agreement to modify a lease between the property owner and the occupant to incorporate FEMA's program conditions of eligibility and termination of tenancy. • Develop necessary documentation for program operations, including leasing templates, inspection checklists, and contracting templates; • Discussion of accessibility considerations/options; • Demonstration that the proposed solution complies with HUD HQS; • Conduct EHP review; • Demonstrate an understanding and ability to comply with FEMA policy contained within the IAPPG; • Local permitting compliance, licensing requirements, EHP laws, regulations, and Executive orders and identification of the building codes the proposed solution complies with, as outlined in the Disaster Housing Strategy; and • Roles and responsibilities of FEMA, local, territory, other federal agency, and NGO personnel responsible for implementing direct lease.

Component	Description
Permanent Housing Construction	<ul style="list-style-type: none"> • Discussion of accessibility considerations/options; • Proposed cost caps for PHC-Repair and PHC-New Construction, whichever are approved; • Identification of all applicable building codes, permitting, and licensing; • Conduct EHP review; • Completed architectural plans and materials list for the proposed new construction options, including costs for each model which comply with Uniform Federal Accessibility Standards (UFAS); • Documentation demonstrating the proposed PHC-Repair and PHC-New Construction options comply with federal EHP requirements, federal floodplain management standards, all applicable local and territory codes and ordinances, and federally recognized disaster-resistant building codes without weakening disaster-resistant provisions;⁵ • A procurement strategy, including appropriate cost/price estimates and analyses, in accordance with the applicable federal procurement under grants rules at 2 CFR Parts 200.317 to 200.326; for states and territories, if permitted under state/territorial rules, using local and volunteer labor to the greatest extent feasible for reducing costs; and for tribes, using tribal resources as permitted under tribal rules, the federal procurement under grants rules, and the Indian Self-Determination and Education Assistance Act, which allows tribes to apply preferences for awarding contracts to “Indian organizations” or “Indian-owned economic enterprises”; • Demonstrate an understanding and ability to comply with FEMA policy contained within the IAPPG; • A project management plan clearly describing a project schedule, including timeframes, milestones, and technical approach for the following: <ul style="list-style-type: none"> • Mobilizing labor, materials, equipment, and management resources necessary to perform property and site assessments, repairs, site preparation, demolition, and construction; and • Logistical and administrative requirements for acquiring, mobilizing, and sustaining necessary laborers, including skilled trades, and the required building materials, vehicles, and specialized equipment. • Cost verification and quality assurance monitoring; and • Roles and responsibilities of FEMA, local, territory, other federal agency, and NGO personnel responsible for implementing PHC-Repairs and PHC-New Construction.

Review and Approval Process

The Regional Administrator (RA) will review the prospective recipient's Disaster Housing Strategy and Administrative Plan and will provide an approval recommendation to the Assistant Administrator for Recovery (AA for Recovery) or notify the prospective recipient that

⁵ At the time of publication of the SADHGG, disaster-resistant building codes refer to the 2012, 2015, and 2018 International Code Council (ICC) codes or equivalent.

additional information is required within 30 days of submission. The AA for Recovery will review the Disaster Housing Strategy and Administrative Plan and provide the RA an approval decision within 30 days of receiving the RA's recommendation.

If the AA for Recovery decides not to approve the Disaster Housing Strategy and Administrative Plan, the AA for Recovery will notify the RA of the reasons for this decision and identify the changes or additional information required for obtaining approval. The RA is responsible for notifying the prospective recipient of the decision and the corrective actions required. After the AA for Recovery approves the Disaster Housing Strategy and Administrative Plan, these documents must be signed by the RA and the governor, chief tribal executive, or their authorized representative.

Re-submitting a Disaster Housing Strategy or Administrative Plan

When the RA notifies the prospective recipient further information or changes are required for FEMA to approve the Disaster Housing Strategy or Administrative Plan, the prospective recipient is expected to re-submit updated documents within 30 days.

CHAPTER 3: GRANT APPLICATION SUBMISSION AND REVIEW

When the President issues a major disaster declaration that includes IA, FEMA and the state, tribe, or territory collaborate to assess the need for direct housing assistance.

Evaluation factors include availability of housing resources within reasonable commuting distance and direct housing assistance from other providers that may be available to meet the disaster-caused temporary housing needs of eligible applicants, including other federal agencies; state, tribal, and territorial governments; and voluntary organizations (contingent on long-term viability and funding). Based on the results of this evaluation, only FEMA may approve a direct housing mission and determine which housing options will be authorized.

FEMA and the state, tribe, or territory will jointly decide whether a state-administered direct housing mission is appropriate given incident conditions and their capability to execute the mission. If the prospective recipient chooses to formally apply for a State-Administered Direct Housing Grant, then the recipient will submit an application package to its FEMA RA requesting to administer the direct housing mission. If FEMA approves the application, then FEMA and the recipient will enter into an operational agreement (an addendum to the FEMA-State Agreement [FSA] for all federal assistance provided under the disaster declaration) that defines the roles and responsibilities of the recipient and FEMA.

This chapter addresses submission requirements for State-Administered Direct Housing Grant applications and outlines the process by which FEMA reviews a prospective recipient's grant application, which complies with uniform administrative requirements and 2 CFR Parts 200.204 to 200.208, 200.212, and 200.213. Chapter 4: Grant Award Roles, Responsibilities, and Procedures provides information on grant awards.

Grant Application Preparation Activities

Prospective recipients must have a FEMA-approved Disaster Housing Strategy and Administrative Plan prepared in advance of an incident.

FEMA regional office staff will monitor the prospective recipient's performance of the following activities prior to submission of the recipient's grant application:

- Activate the DHTF. The prospective recipient will follow the procedures identified in its pre-approved Disaster Housing Strategy to implement the roles and responsibilities for members of the DHTF.
- Complete a housing resource assessment.
- Scale-up staff capacity.
- Identify outreach and communication requirements.

FEMA will provide the following support and guidance to best inform the prospective recipient's decision to apply for the grant and supporting grant application materials:

- Complete a housing needs projection.
- Authorize a direct housing mission (if needed).
- Determine approved forms of direct housing options.
- Review grant requirements with the state.

Grant Application Submission Requirements

A prospective recipient may apply for a State-Administered Direct Housing Grant as part of the governor's request for direct housing assistance or in a subsequent written request to the Federal Coordinating Officer (FCO). Once the FEMA AA for Recovery approves direct housing assistance, the RA will determine which housing options approved by the AA for Recovery to implement and review the state-administered housing application, as needed. Figure 5 shows the State-Administered Direct Housing Grant approval process for the pre- and post-disaster approvals.

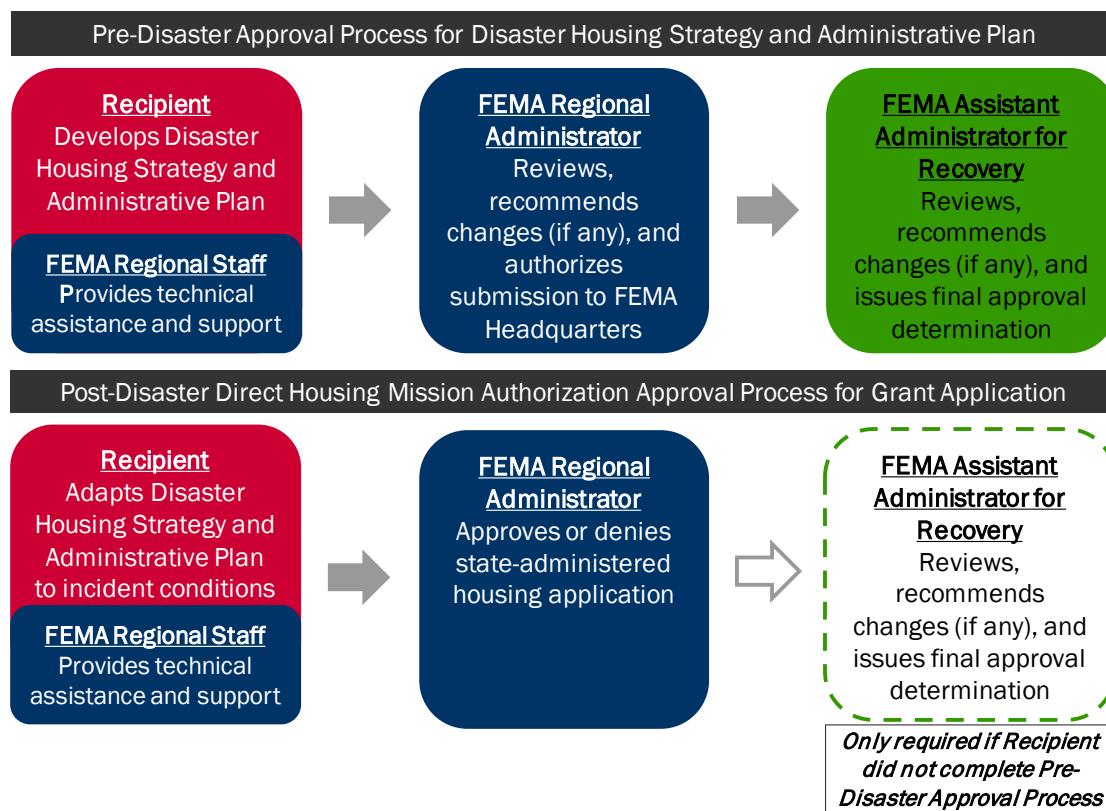


Figure 5: State-Administered Direct Housing Approval Process

The RA may approve the request based on the FCO's recommendation when the recipient has a Disaster Housing Strategy and Administrative Plan that have been previously approved

by the AA for Recovery. If the prospective recipient has not had its Disaster Housing Strategy or Administrative Plan approved by the AA for Recovery prior to the disaster, the state has 15 days after the declaration to submit its Disaster Housing Strategy and Administrative Plan for approval.

Prospective recipients who have an approved Disaster Housing Strategy and Administrative Plan in place must also submit a disaster-specific Disaster Housing Strategy and Administrative Plan to the RA within 10 days of a major disaster declaration to adapt the documents to incident-specific conditions. The Disaster Housing Strategy and Administrative Plan must be reviewed and approved by the RA or the prospective recipient will not be permitted to administer the housing mission. Upon approval, FEMA and the recipient will enter into a cooperative agreement, which must be signed by the governor's or tribal chief executive's authorized representative and the RA.

The application package must include copies of the recipient's Disaster Housing Strategy and Administrative Plan, which must be updated to reflect the timeframes, staffing requirements, and financial costs specific to the incident and types of housing programs being implemented. The application must also contain the following standard Office of Management and Budget (OMB)-approved forms per 2 CFR Part 200.206, "Standard Application Requirements." Federal awarding agencies are only able to use application information collection approved by OMB. Table 4 provides a hyperlink and description of all required forms. All forms are also located on the grants.gov Website:

<http://www.grants.gov/>.

Table 4: Required Grant Forms

Forms	Description
<u>Request for Federal Assistance (SF-424)</u>	A standard OMB form required for federal award application. All entities that apply for a State-Administered Direct Housing Grant must submit a completed SF-424 signed by the governor/tribal chief executive or the governor's/tribal chief executive's authorized representative unless otherwise indicated in the FSA/FEMA tribal agreement.
<u>Budget Information for Construction Programs (SF-424C)</u>	A standard OMB form required for federal award applications.
<u>Budget Narrative</u>	A detailed justification for all cost categories requested on the SF-424C.
<u>Assurances for Construction Programs (SF-424D)</u>	A standard OMB form required for federal award applications. This document certifies compliance with construction contracting practices and procedures.

Risk Review

The regional office, in coordination with FEMA HQ's DHU, must review grant applications for risk potential as required by 2 CFR Part 200.205, "Federal Awarding Agency Review of Risk Posed by Applicants." The purpose of the review is to determine the risk posed by an applicant regarding the applicant's ability to properly execute the grant. FEMA regional and FEMA HQ staff will assess risk based on historical grants management information and external reports, such as OMB-designated repositories of government-wide eligibility qualifications or financial integrity information, as appropriate. This includes the public-facing aspects of the Federal Awardee Performance and Integrity Information System, which includes information about a recipient's past grant performance and the results of certain civil, criminal, and administrative proceedings. FEMA staff will also verify in GSA's System of Award Management that the entity is not suspended or debarred from receiving federal assistance. The risk assessment review process helps ensure that FEMA meets the uniform administrative requirements and DHS financial assistance policy and oversight (FAPO) requirements for evaluating a recipient's level of risk prior to award.

The risk assessment also helps inform designated staff when to put additional conditions on the grant award, consistent with 2 CFR Part 200.207. Specific conditions appropriate to address grants management concerns are identified throughout the SADHGG in corresponding topic sections.

For purposes of the risk assessment for state-administered direct housing, FEMA classifies recipients as those entities receiving grant awards on a regular basis (e.g., state, tribal, and territorial emergency agencies; administrative agencies; and departments of natural resources). For the purposes of this assessment, the lead agency and the recipient are synonymous.

Disclosing Information on Suspension and Debarment

Per 2 CFR Part 180.335, this reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a cooperative agreement with FEMA, the recipient must notify FEMA if it knows if it or the recipient's principals⁶ under the grant award fall under one or more of the four criteria:

⁶ Principal is defined 2 CFR 180.995 as "An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or (b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who -
"(1) Is in a position to handle Federal funds;
"(2) Is in a position to influence or control the use of those funds; or,
"(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction."

- Are presently excluded or disqualified,
- Have been convicted within the preceding 3 years of any of the offenses listed in 2 CFR Part 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period,
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 CFR Part 180.800(a), or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding 3 years for cause or default.

Appeals

FEMA's decision whether or not to enter into a cooperative agreement to administer direct assistance is not an appealable action.

CHAPTER 4: GRANT AWARD ROLES, RESPONSIBILITIES, AND PROCEDURES

Award Package Content

Each award package must contain the terms and conditions of the award, including the following terms and conditions, as applicable:

- Period of Performance (POP): The POP for the State-Administered Direct Housing Grant extends from the grant award to 60 days after the end of the POA unless an extension is approved because of extraordinary circumstances.
- FEMA and recipient responsibilities, including the grant management regulations in 2 CFR Part 3002 (implementing 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”).
- DHS standard terms and conditions.
- FEMA-, program-, or award-specific terms and conditions. See [Appendix G: Sample Conditions of Award](#).
- Entity-specific conditions, as permitted under 2 CFR Part 200.207, such as conditions included as a result of the risk review, finding of past noncompliance, or a failure to meet expected performance goals for the award.
- Award-performance goals.

Applicants can find these requirements in the award package, program regulations, program guidance, or other grant award documents, including project-level award documents. For disaster grants, the recipient also certifies to some of the terms and conditions of the award in its declaration request.

FEMA will incorporate all applicable terms and conditions in the award package, either in full or by reference. All FEMA awards must include the DHS standard terms and conditions. Other terms and conditions may vary depending on the grant program, award, or recipient, which are included in the FSA and possibly in project-level award documents.

DHS Standard Terms and Conditions

All successful grant recipients are required to comply with DHS standard administrative terms and conditions, which are available online at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. The applicable DHS standard administrative terms and conditions will be those in effect at the time the award was made.

Drug-Free Workplace Regulations

The Drug Free Workplace Act of 1988, 41 U.S.C. § 701 et seq., requires that all entities receiving federal financial assistance from federal agencies agree to maintain a drug-free workplace as a condition of receiving the financial assistance award. In addition, FEMA recipients must report a criminal drug offense conviction of any of its staff to the DHS Office of Inspector General (OIG) and the FEMA grant program that approved and awarded the financial award. These requirements appear in the terms and conditions in the award, which DHS adopted at 2 CFR Part 3001.

If a FEMA recipient violates the Drug-Free Workplace Act of 1988, FEMA may enforce the potential remedies for such violations, which include the following:

- Suspension of payment under the financial assistance award,
- Suspension or termination of the award, and/or
- Suspension or debarment of the recipient under 2 CFR Part 180 or 48 CFR Subpart 9.4 for a period not to exceed 5 years.

Additional Terms and Conditions

Nondiscrimination in Federally Assisted Programs

Nondiscrimination laws and regulations prohibit discrimination on the basis of race, color, national origin, sex, disability, religion, age, English proficiency, sexual orientation, or status as a parent.⁷ There are many forms of illegal discrimination that can limit the opportunities of people to gain equal access to FEMA or federally assisted services, benefits, and programs. Suspected discrimination in awarding or assistance should be filed with the Civil Rights Program section of the Office of Equal Rights.

FEMA and recipients of federal financial assistance may not do the following:

1. Deny individuals access to program services, aids, or benefits;
2. Provide individuals a different service, aid, or benefit or provide them in a manner different than they are provided to others; or
3. Segregate or separately treat individuals in a matter related to the receipt of a service, aid, or benefit.

These prohibitions extend to all entities receiving federal financial assistance from FEMA, including state and local governments, tribal governments, educational institutions, and an organization of a type obtaining benefits.

FEMA will incorporate all applicable terms and conditions in the award package either in full or by reference. All FEMA awards must include the DHS standard terms and conditions. The

⁷ Eligibility of IA can be limited to members of a “tribal community,” as defined by the federally recognized tribal government that receives IA under a direct declaration.

laws and regulations detailed in this section are independent of the DHS standard terms and conditions and are specific to the Stafford Act program. Other terms and conditions may vary depending on the recipient and are included in the FSA.

Award Administration Information

System Information

Payment Management System (PMS)

To receive grant funds, a recipient must establish a direct deposit account via the Payment Management System (PMS)/Smartlink. To establish an account, first-time recipients must create a PMS account online and submit a written request to the RA, including a completed direct deposit form SF-1199A, “1199a Contact Information Form,” and a letter from the state-administered housing program executive requesting an account and personal identification number (PIN).

Period of Performance Extensions

Through the delegation of authority, the AA for Recovery may, at the request of a state, tribal, or territorial government, extend the Period of Assistance. The RA may approve a POP extension when needed if the AA for Recovery extends the POA. RAs may not extend the POP more than 60 days beyond the POA without approval from the AA for Recovery. Extensions to the POA will only be considered through formal written requests to the AA for Recovery at least 90 days prior to the scheduled end of the POA.

The formal request must contain specific and compelling justification as to why an extension is required. Recipients are advised to coordinate with FEMA regional office staff when preparing an extension request. All extension requests must address the following:

- The grant program, fiscal year, and award number;
- Reason for the delay, which must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
- Current status of the activities;
- Current POP end date and new project completion date;
- Amount of funds drawn down to date;
- Remaining available funds;
- Budget outlining how remaining federal and non-federal funds will be expended;
- Documentation showing that all contracts or leases that affect housing will be extended or documentation of an equivalent replacement;
- Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and

- Certification that the activities will be completed within the extended POP without a modification to the original statement of work (SOW), as described in the SOW and as approved by FEMA.

POP extensions will be issued based on POA extensions authorized by the AA for Recovery. If an extension is approved, the recipient's regional office will execute a conforming amendment to the FSA.

Changes to Budget or Scope of Work, Including Requests for Additional Grant Funds

A recipient requires prior approval from FEMA for all additional funds or revisions to the original grant award amount. Award recipients are allowed a limited degree of flexibility to make post-award amendments or changes, such as budget revisions. These changes, however, must be consistent with the authorizing statutes, regulations, policies, and approved project and budgetary activities, and obtaining prior approval from FEMA is mandatory for certain types of revisions. FEMA requires prior approval for changes to budget involving 10 percent or more of a transfer between cost categories.

Recipient Post-Award Responsibilities

The recipient is responsible for administering the grant in accordance with all applicable laws, the terms and conditions of the grant, and the SADHGG, including but not limited to accounting of expenditures, maintenance of records, cash management, timely reporting, and all additional requirements imposed by the terms and conditions.

The recipient must follow certain reporting requirements to FEMA when executing the State-Administered Direct Housing Grant designed to ensure the delivery of each direct housing program is assessed at the state, tribal, or territorial level. This includes the following:

- Performance reviews of the assistance provided under each housing program for compliance with key program requirements, including verifying applicant documents demonstrate compliance with eligibility and allowable costs.⁸ These reviews should be performed within the first quarter of each executed agreement with the state, tribe, or territory. FEMA will review the assistance provided for all Duplication of Benefits (DOB). DOB is prohibited under Section 312 of the Stafford Act. Agencies which provide duplicative assistance are responsible for recovering those benefits.

Duplication of Benefits (DOB)

A DOB may occur when an insured direct temporary housing occupant receives additional living expenses or loss of use insurance benefits that cover the cost of renting alternative housing.

⁸ Pre-award costs are not permitted under this grant.

- Adequate monitoring coverage at the state, tribal, and territorial level for each of the programs implemented (e.g., Multi-Family Lease and Repair, TTHU, Direct Lease, Permanent Housing Construction, and ATHU).
- Utilization of performance goals set by FEMA to include the following:
 - Conducting initial performance reviews, to be performed within the first quarter of each executed agreement.
 - Testing the first sample of program areas within 1 month of first performance reviews to reflect performance metrics in terms of time and production.
 - Recipient will issue course-corrective actions based on review of performance data to date.
 - A quarterly progress report measuring performance to date against the housing mission's milestones. See Attachment F: MLR Contract Terms and Conditions.

Reporting

Recipients are required to submit financial and programmatic reports as a condition of the federal award. Future awards and drawdowns may be withheld if these reports are delinquent.

The recipient is responsible for oversight of the operations of the federal award-supported activities. The recipient must monitor activities under the award to ensure compliance with applicable federal requirements and that performance expectations are being achieved. Events may occur between performance reporting dates that may impact the completion of work approved under the award; those identified delays or problems must be communicated to FEMA.

Federal Financial Report (FFR)

Recipients must submit a quarterly FFR (SF-425 FFR), which is due to FEMA within 30 days of the end of each quarter. A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no activity occurs.

Table 5 shows the applicable FRR reporting periods and due dates.

Table 5: Federal Financial Report Reporting Periods

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

Recipients must file the FFR electronically using the Payment and Reporting Systems (<https://isource.fema.gov/sf269/execute/Login?sawContentMessage=true>). Future awards

and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

Recipients may review the FFR (SF-425) at <https://www.gsa.gov/forms-library/Federal-financial-report>.

Performance Progress Report

Recipients must submit a quarterly Standard Form – Performance Progress Report (SF-PPR), which is due to FEMA within 30 days of the end of each quarter. Items to be included in a SF-PPR must include the following:

- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the scope of work; and
- Percent completion and whether completion of work is on schedule and all problems, delays, or adverse conditions that will impair the ability to meet the scope of work within the established POP. Problems should be identified and reported to FEMA as soon as possible.

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000.00 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of the Government Accountability Office's (GAO) Government Auditing Standards, located at

<https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 CFR Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

Disclosing Information per 2 CFR Part 180.335

For more information on information disclosure standards, refer to Chapter 3: Grant Application, Submission, and Review of the SADHGG. After accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 CFR Part 180.335, the recipient must provide immediate written notice to the FEMA RA in accordance with 2 CFR Part 180.350.

Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic resources to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, regulations Executive orders, and FEMA Directive 108-1, "Environmental and Historic Preservation Planning, Responsibilities and Program Requirements," as applicable. In addition to the National Environmental Policy Act (NEPA), other laws and Executive orders that may require review

include the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), the Clean Water Act, and Executive Order 11988, “Floodplain Management,” and Executive Order 11990, “Protection of Wetlands.” In some cases, FEMA may be required to consult with regulatory agencies and the public as part of the EHP review process.

The EHP review process involves the submission of a detailed project description, along with supporting documentation, including the site inspection report, so that FEMA may determine whether the proposed project has the potential to impact environmental or historic resources. All direct housing mission projects must undergo an EHP compliance review. For example, as part of the EHP review for TTHUs, in addition but not limited to NEPA, FEMA reviews each potential TTHU site for floodplain management concerns under Executive Order 11988 and will not place TTHUs within a 1-percent annual chance floodplain unless no practical alternative exists.

The EHP review process must be completed before funds may be released to the recipient to carry out the proposed project. The EHP review process may extend into implementation of an action when EHP mitigation and/or monitoring are required to manage environmental impacts. For more information on complying with EHP requirements, states should coordinate with FEMA EHP Advisor.

Procurement Compliance

Through audits conducted by DHS’ Office of Inspector General and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant, as well as the grant program.

This section identifies the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. DHS will include a review of recipients’ procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with federal procurement standards at 2 CFR Parts 200.317 to 200.326. Select requirements under these standards are listed next. The recipient must comply with all requirements, even if they are not listed next.

Under 2 CFR Part 200.317, when procuring property and services under a federal award states and territories must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and territories must follow 2 CFR Part 200.322 regarding procurement of recovered materials and 2 CFR Part 200.326 regarding required contract provisions.

Tribal governments must use their own documented procurement procedures that reflect applicable laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR Part 200. These standards include but are

not limited to providing for full and open competition consistent with the standards of 2 CFR Part 200.319.

The recipient has the responsibility to provide required EHP project-specific information to FEMA for the EHP compliance review by completing a site inspection report. The recipient is responsible for complying with applicable federal, state, or tribal EHP laws.

Competition and Conflicts of Interest

Among the requirements of 2 CFR Part 200.319(a) applicable to all recipients other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, SOWs, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient.

Under this prohibition, unless the recipient solicits for and awards a contract covering development and execution of specifications (or similar elements as previously described) and this contract was procured in compliance with 2 CFR Parts 200.317 to 200.326, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications.

Additionally, some of the situations considered to be restrictive of competition include but are not limited to the following:

- Placing unreasonable requirements on firms for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or between affiliated companies,
- Noncompetitive contracts to consultants that are on retainer contracts,
- Organizational conflicts of interest,
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement, and
- An arbitrary action in the procurement process.

Per 2 CFR Part 200.319(b), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT government geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion

provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 CFR Part 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if the employee, officer, or agent has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent; a member of the employee's, officer's, or agent's immediate family; the employee's, officer's, or agent's partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the recipient entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient has a parent, affiliate, or subsidiary organization that is not an SLTT government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing all potential conflicts of interest to FEMA in accordance with applicable FEMA policy.

Supply Schedules and Purchasing Programs

Generally, a recipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

General Services Administration Schedules

Recipients may procure goods and services from a GSA Schedule. GSA offers multiple efficient and effective procurement programs to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term, government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. GSA.gov contains more information about programs for recipients.

Purchases from a GSA Schedule will satisfy federal requirements for full and open competition under the procurement rules applicable to non-federal entities other than states and territories, provided that the recipient follows the GSA ordering procedures. However, tribes must still follow other rules under 2 CFR Parts 200.317 to 200.326, such as contract cost and price (Part 200.323) and solicitation of minority, women-owned, or small businesses (Part 200.321). Additionally, states and territories purchasing off a GSA Schedule must still follow their own procurement requirements (Part 200.317), procurement of recovered materials (Part 200.322), and include the applicable required contract provisions (Part 200.326).

Other Supply Schedules and Programs

For tribal governments to procure goods or services in compliance with federal regulations from a state supply schedule, cooperative purchasing program, or other similar program, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with applicable SLTT government law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities.
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-federal entity, other than states under 2 CFR Parts 200.317 to 200.326.
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, local, and tribal laws and regulations and the minimum requirements of full and open competition under 2 CFR Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA regional office.

Procurement Documentation

Per 2 CFR Part 200.318(i), non-federal entities other than states and territories are required to maintain and retain the following records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are

encouraged to keep this information, as well, and are reminded that for a cost to be allowable, it must be adequately documented per 2 CFR Part 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to the following:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations and backup documentation, such as quotes, bids, or proposals and quotes;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Record Retention

Financial records, supporting documents, and all other documents pertinent to the award must be retained for a period of 3 years from the date of submission of the final FFR (SF-425 FFR) in accordance with 2 CFR Parts 200.333 to 200.337. In some exceptions, the retention period may be longer than 3 years, as noted in 2 CFR Parts 200.333 to 200.337. Common exceptions include litigation, claims, or audits started prior to the expiration of the 3-year retention period or when the recipient is notified in writing by the awarding federal agency or cognizant agency for audits.

These documents must be maintained for at least 3 years from the date the final FFR form is submitted or longer if the award or entity is under audit or other circumstances necessitate longer retention of records (e.g., 2 CFR Part 200.333). If the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the 3-year retention period. FEMA or other appropriate entities may also request retained documents to perform audits.

FEMA requires that recipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Recipients should keep detailed records of all transactions involving the grant. FEMA may request copies of purchasing documentation, along with copies of cancelled checks for verification (e.g., 2 CFR Parts 200.318(i), 200.333, and 200.336).

Recipients who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

FEMA Post-Award Roles, Responsibilities, and Procedures

As the federal awarding agency, FEMA's primary responsibility is to ensure that the State-Administered Direct Housing Grant is implemented in accordance with applicable laws, 2 CFR Part 200, the terms and conditions of the federal award, and the SADHGG. FEMA retains responsibility for inherently Federal Government functions, including program eligibility determinations, program approvals and forms of approved assistance, federal compliance determinations (including EHP laws, regulations, and Executive orders under the National Environmental Policy Act), and monitoring the recipient's use of federal funds and performance.

Eligibility Determination Process

FEMA will conduct pre-placement interviews to identify applicants eligible for direct housing and determine the appropriate direct housing option for each applicant. FEMA then provides the applicant's information to the recipient, as well as the housing option to be provided. The recipient then contacts the applicant to identify placement options. When placement on the applicant's private property is considered, the recipient works with the applicant to schedule a site inspection to determine feasibility and collect information needed by FEMA to complete an EHP review. At other times, the recipient will work with the owner of the site or property being considered, collect information needed by FEMA to complete an EHP review, and refer the applicant to the site or property manager after the site or property has been secured by the recipient.

Prior to making a federal award, FEMA reviews the risk posed by recipients per 2 CFR Part 200.205. See Chapter 3: Grants Application Submission and Review for details. An award made to a recipient deemed at risk for noncompliance may be subject to additional terms and conditions, as described in 2 CFR Part 200.207, based on the outcome of that review.

Technical Assistance

FEMA must provide technical assistance, as necessary, to support state-administered housing missions through training and by providing experienced personnel to assist recipient staff. Examples include but are not limited to the following:

- Project management staff to support efficient program planning and implementation:
 - IA housing
 - Logistics

- EHP
- Information management
- Contracting
- Policy advisers to provide subject matter expertise,
- Subject matter experts (SME) in tracking federal resources,
- Procurement specialists to advise on housing unit and material acquisitions,
- Information and records management, and
- Staff training, including training on interactions with disaster survivors.

When supporting a state-administered direct housing mission, FEMA retains responsibility for some key functions that cannot be delegated to recipients (e.g., applicant eligibility and EHP compliance determinations).

Applicant Eligibility Determination

FEMA makes all eligibility determinations for direct housing applicants, as required by the Stafford Act. For more information on applicant eligibility, see [FP 104-009-03, “Individual Assistance Program and Policy Guide,” March 2019.](#)

Co-located Staffing

Co-location allows for more efficient information sharing, ensuring unity of effort and common situational awareness. Based on the recipient's needs, FEMA will do the following:

- Co-locate recipient staff with responsibility for implementing the housing mission with counterparts at the Joint Field Office (JFO), branch and division offices, or other locations to enable rapid information sharing and support of the state-administered housing mission;
- Provide FEMA personnel to co-locate with recipient personnel to provide subject matter expertise and technical assistance;
- Provide contracting and procurement technical assistance; and
- Co-locate FEMA SMEs in the office of the recipient who can speak to elements of the FEMA housing mission and effort.

Logistics

FEMA will provide technical assistance for logistics-related aspects of a direct housing mission, including property management, staging, and deployment of TTHUs. FEMA will supply Uniform Accessibility Standard-compliant TTHUs, including tank and pump systems, and provide technical assistance with the specialized installation and maintenance requirements for these units. FEMA may also provide an initial inventory of TTHUs, depending upon the terms of the grant.

Monitoring and Oversight

Grant Monitoring Framework

FEMA's approach to monitoring provides a standard monitoring framework that promotes consistent processes across all monitoring staff. Additional details are provided in Table 6. There are four core components of the monitoring process:

1. **Monitoring assessment:** Monitoring staff measure each grant's monitoring needs by using a system of pre-determined evaluation criteria. The criteria help to assess the vulnerability of the recipient and potential challenges to the success of the grant award.
2. **Monitoring selection and scheduling:** Monitoring staff make selection and scheduling decisions in accordance with applicable statutory requirements, such as the Homeland Security Act of 2002, as amended, and take into account the results of the monitoring assessment process.
3. **Monitoring activities:** Monitoring activities include cash analysis, desk reviews, and site visits. Grants management specialists are responsible for conducting quarterly or semi-annual reviews of all grants via cash analysis. Desk reviews and site visits are additional monitoring activities conducted on grants where the monitoring assessment process identified the need for additional monitoring and validated the use of FEMA resources for these activities.
4. **Post-monitoring actions:** Monitoring staff may follow up with recipients via post-monitoring actions based on the outcomes of monitoring activities. Post-monitoring actions include conducting additional monitoring, reviewing corrective action plans (CAP) and monitoring the progress of CAP deliverables, documenting the resolution of identified corrective actions and issues, providing technical assistance and recipient training, and debt collection.

Table 6 provides details on two types of performance monitoring activities: desk reviews and site visits.

Table 6: Performance Monitoring Activities

Attribute	Desk Review	Site Visit
Location	A detailed paper-based review and evaluation conducted at a FEMA office.	A visit by FEMA grants management and IA staff conducted at the site of the recipient's operations and/or selected performance sites.
Materials Reviewed	Required reports, correspondence, and other documentation, including policies and procedures, to substantiate compliance. Additional documentation available remotely may include information available through the grant file, financial reports, interviews, and other documentation and correspondence to verify compliance.	Includes documents listed under the review in addition to all applicable documents and required reports necessary to assess recipient capability and progress, validate records, and substantiate compliance with laws, regulations, and policies.

Goal of Monitoring Activity	<ol style="list-style-type: none"> 1. Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; 2. Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; 3. Assist the recipient with the grant process, and provide guidance to improve recipient administrative efficiencies; 4. Identify and analyze relevant problems that might prevent the program from achieving its internal and external objectives; and 5. Provide technical assistance. 	<ol style="list-style-type: none"> 1. Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; 2. Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; 3. Assist the recipient with the grant process, and provide guidance to improve recipient administrative efficiencies; 4. Identify and analyze relevant problems that might prevent the program from achieving its internal and external objectives; and 5. Provide technical assistance.
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Roles and Responsibilities

Financial Monitoring

FEMA Regional Grants Management Division (GMD) staff are responsible for monitoring the financial aspects of the State-Administered Direct Housing Grant. FEMA HQ Grant Programs Directorate (GPD) will assist as necessary.

GMD's responsibilities will include the following:

- Creating grant award packages to include terms and conditions;
- Track, manage, and approve financial reports for administrative costs;
- Lead desk reviews and/or monitoring teams on financial performance of the recipient;
- Provide technical assistance to resolve outstanding grant management issues or recommendations stemming from a performance review;
- Oversee and execute grant funding and spend plans;
- Review grant expenditures for regulatory compliance; and
- Make recommendations on recipient internal controls.

Programmatic Monitoring

FEMA Regional IA staff are responsible for monitoring the programmatic aspects of the State-Administered Direct Housing Grant. FEMA HQ DHU staff will assist Regional IA staff, as necessary, in addition to providing technical support during onsite quarterly monitoring visits.

Regional IA, with support from FEMA HQ DHU, as necessary, will do the following:

- Monitor program terms and conditions,
- Lead desk and onsite reviews of recipient program performance,
- Provide technical assistance in coordination with recipient in accomplishing the grant's objectives, and
- Make recommendations on recipient programmatic performance and milestones.

Grant Performance Monitoring and Progress Reporting

FEMA monitors the recipient's performance metrics on a weekly, monthly, and quarterly basis to ensure alignment between all parties and maintain a collaborative focus on serving survivors. FEMA monitors this grant financially and programmatically in accordance with federal laws, regulations (including 2 CFR Part 200), program guidance, and the terms and conditions of the grant award. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assess the recipient's success in achieving the grant's objectives. Both monitoring processes are similar in that they feature initial review and additional, in-depth monitoring of the grant.

An overview of expected performance reporting topics and themes is provided in Table 7.

Table 7: Performance Report Expectations

Weekly Activity Reports	Monthly Accomplishment Summaries	Quarterly Performance Monitoring Site Visits
<ul style="list-style-type: none">• Operational accomplishments and tempo.• Task progress.• Accounting of survivors served by housing programs.	<ul style="list-style-type: none">• Identify trends based on weekly report data.• Adjust milestones, as necessary.• Progress toward longer-term goals.	<ul style="list-style-type: none">• Comprehensive financial and programmatic analysis of housing mission.• Lessons learned from previous quarter.• Strategic targets for next quarter.

For weekly reports, the recipient will provide operational updates focused on progress toward accomplishing tasks specified within the grant's award conditions. Weekly progress reports will include information regarding number of applicants currently awaiting housing; the number of applicants provided a housing solution (moved in); the number of housing units, sites, and properties acquired; and the number of construction-related activities in progress or completed, etc. Weekly reports will serve as a regular touch-point between FEMA and the recipient to ensure continued communication and sustain optimal operational tempo. Weekly reports will be conducted via desk review. Upon completion of a weekly report, FEMA regional IA and GPD staff will complete all analysis within 5 calendar days and communicate with the recipient should there be questions or concerns.

Monthly accomplishment summaries will be a more detailed compilation of performance data from weekly reports. More in-depth than weekly reports, monthly reports will include additional information such as staffing placement and training updates, stakeholder engagement efforts and updates, and updated housing performance milestones. Monthly summaries will also include a performance trend analysis informed by monthly data and, if necessary, collaborative adjustments to performance milestones based on disaster-specific conditions. Monthly reports will be conducted via desk review. Upon completion of a monthly report, FEMA Regional IA and GPD staff will complete all analysis within 10 calendar days and communicate with the recipient should there be questions or concerns.

FEMA DHU, GPD, and Regional office staff will conduct quarterly performance monitoring site visits within 5 days of receiving the recipient's quarterly SF-PPR to evaluate whether the recipient's performance is accomplishing the grant's objectives within a manner satisfactory to FEMA. Monitoring visits will examine whether the recipient is compliant with federal laws, regulations (including 2 CFR Part 200), Executive orders, program guidance, and the terms and conditions of the grant award. FEMA will also consider weekly activity reports and monthly accomplishment summaries issued during the quarter to assess the recipient's performance against the established milestones in the Administrative Plan and award conditions, identify potential performance concerns, and communicate them to the recipient. FEMA will also review the recipient's policies and procedures, financial accounting and burn rate, and identify opportunities for improvement. Quarterly site visits are also an opportunity for a recipient to request changes in the grant award, extensions to the POP, and refinements in the timeline of tasks, etc. Upon completion of the performance monitoring site visit, FEMA regional IA and GPD staff will complete all analyses within 15 calendar days.

FEMA will provide the recipient with a written synopsis of its findings and a performance determination of "Satisfactory" or "Unsatisfactory." Performance determinations will be based on review and analysis of information provided in the recipient's quarterly SF-PPR and the quarterly performance monitoring site visit. If the recipient's performance is deemed "Unsatisfactory," FEMA will include corrective actions the recipient must take in the written findings.

Actions to Address Noncompliance and Unsatisfactory Performance

Recipients are required to comply with requirements in the terms and conditions of the award, including the terms set forth in applicable federal statutes and regulations. Throughout the award life cycle or even after the award has been closed, FEMA may discover potential or actual noncompliance on the part of the recipient. This potential or actual noncompliance may be discovered through weekly, monthly, or quarterly monitoring, audits, site visits, closeout, or reporting from various sources.

Noncompliance issues may result in FEMA issuing the recipient a written notice corrective action is required to ensure that the grant terms and conditions are met and that the housing mission provides survivors with appropriate and timely temporary and/or permanent housing solutions which are compliant with all applicable rules, regulations, and Executive orders. Following a quarterly grant performance determination of “Unsatisfactory,” FEMA will issue corrective actions and the recipient must come into compliance by the next quarterly review. Figure 6 provides an overview of the procedure FEMA will follow should a noncompliance issue require issuance of a corrective action.

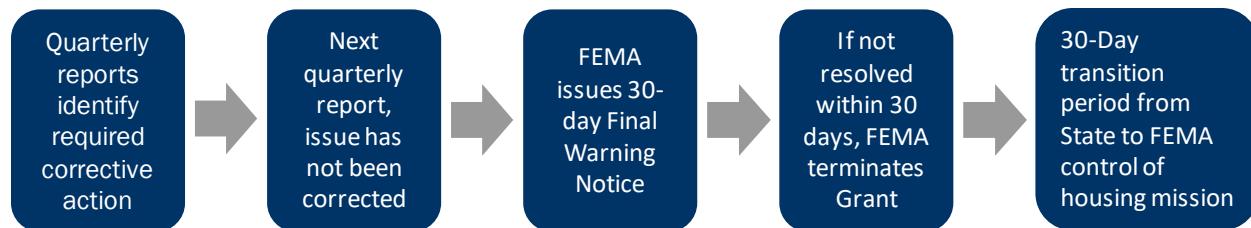


Figure 6: Corrective Action Overview

In a case of unsatisfactory performance (potential or actual noncompliance), FEMA will issue a warning and may place special conditions on an award per 2 CFR Parts 200.207 and 200.338. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 CFR Part 200.338, or it may do both. In the event the noncompliance or unsatisfactory performance is not able to be corrected by imposing additional conditions or the recipient fails to correct the matter, FEMA will issue a final warning notice and might take other remedies allowed under 2 CFR Part 200.338. If the recipient fails to remedy noncompliance or unsatisfactory performance after the final warning, FEMA may disallow costs, recover funds, wholly or partly suspend or terminate the award, or take other remedies that may be legally available.

If the recipient fails to correct “Unsatisfactory” determinations after a final warning notice is issued, FEMA will take steps to terminate the cooperative agreement. Termination will be followed by a 30-day transitional phase, with the recipient responsible for transitioning operations to FEMA.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA’s right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. (See 2 CFR Parts 200.333 and 200.344[a]). Closeout also does not affect the obligation of the recipient to return all funds due as a result of later refunds, corrects, or other transactions. (See 2 CFR Part 200.344[a][2]).

FEMA may seek to recover disallowed costs through a notice of potential debt letter, monitoring results letter, or remedy notification. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient’s appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount

by the deadline. If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection. FEMA notes the following areas of common noncompliance:

- Insufficient documentation and lack of record retention,
- Failure to follow the procurement under grants requirements,
- Failure to submit closeout documents in a timely manner,
- Failure to follow EHP requirements, and
- Failure to comply with the POP deadline.

Transparency

The Federal Funding Accountability and Transparency Act (FFATA) requires agencies to make available to the public financial data on federal spending awards (federal financial assistance and expenditures) in the amount more than \$25,000 on a single searchable Website. Potential recipients must comply with FFATA as a condition of award.⁹

FFATA also requires all federal agencies to submit monthly assistance data to USASpending.gov. FEMA's Office of the Chief Financial Officer (OCFO) submits this data twice a month to DHS FAPO. DHS FAPO uploads the data to <https://broker.usaspending.gov> in compliance with the record format, system information, and data quality requirements.

To comply with FFATA data submission and quality control requirements, FEMA must do the following:

- Assign a unique financial assistance award identification number within the agency, and
- Identify and implement a process to compare and validate USASpending.gov funding information in the agency's financial system monthly.

FEMA's OCFO is responsible for ensuring the quality of FEMA's data submissions by doing the following:

- Reviewing all information submitted to USASpending.gov to ensure it is complete and accurate and complies with the requirements of the Information Quality Act and OMB's "Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies";

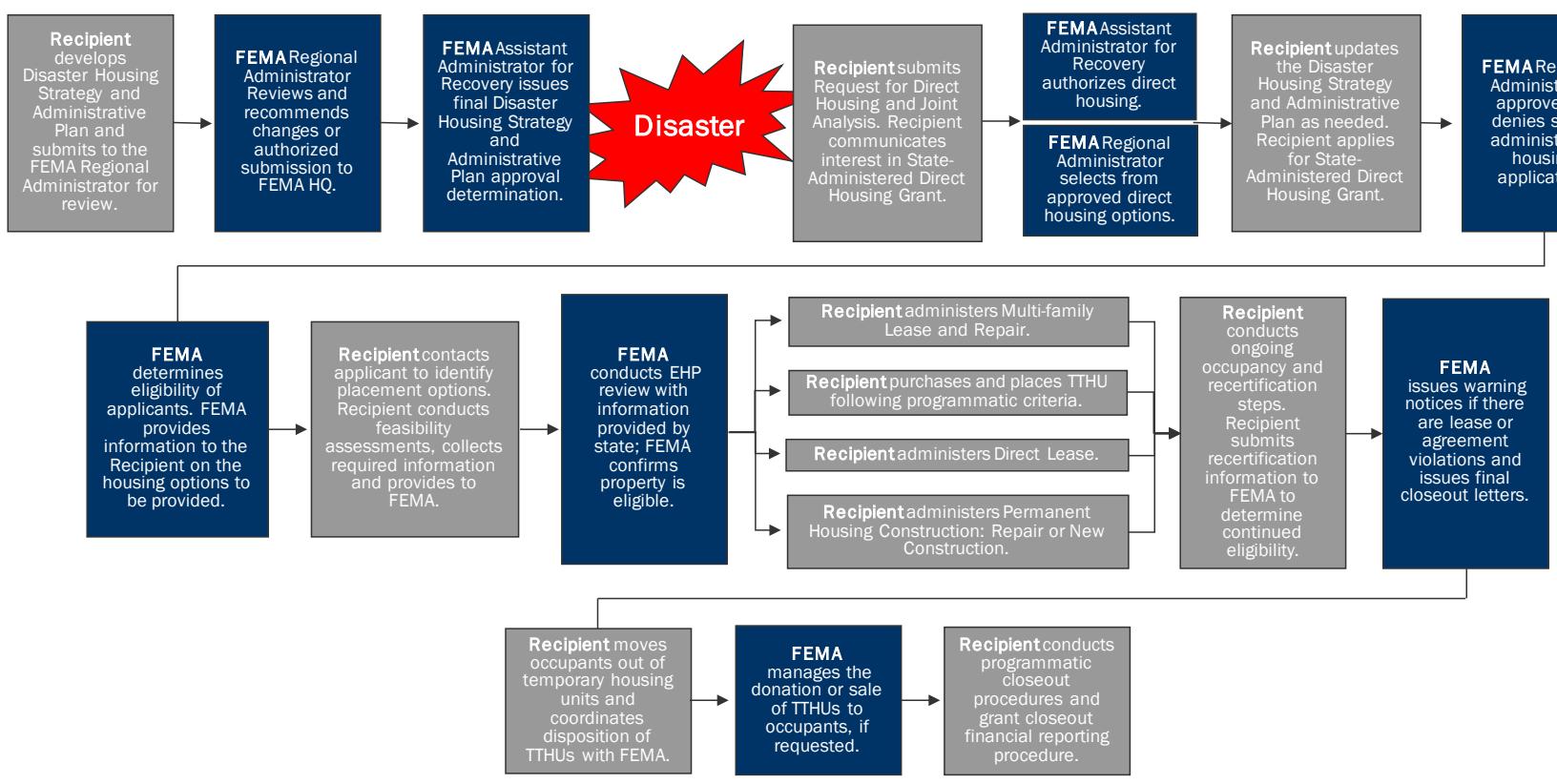
⁹ For more information on FFATA, refer to <https://www.grants.gov/learn-grants/grant-policies/ffata-act-2006.html>.

- Applying appropriate internal controls to effectively manage the accuracy, integrity, timeliness, and privacy of all data submitted to USASpending.gov; and
- Reconciling inaccurate, prepopulated data/information with the prime recipient.

FEMA must populate the recipient information in the USA Spending Website (<https://www.usaspending.gov/#/>) before recipients can report their executive compensation to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

Recipient and FEMA Roles and Responsibilities Flowchart

Figure 7 shows FEMA's and the recipient's respective roles and responsibilities from pre-disaster through the end of the grant life cycle.



FEMA ongoing roles and responsibilities include FEMA staff co-location with Recipient Staff; Financial Oversight and Fiscal Monitoring; Programmatic grant monitoring; Logistics including property management, staging, and deployment of TTHUs; and Quality Assurance and Oversight.

Figure 7: Recipient and FEMA Roles and Responsibilities Flowchart

CHAPTER 5: GRANT CLOSEOUT AND AUDITS

The grant closeout process begins when the deadline to complete the state-administered direct housing mission has expired or when the project is completed, whichever occurs first. Within 180 days of the date the project deadline expires, the recipient must submit to FEMA all certifications of costs and work done in compliance with the terms of the award. This time period allows 90 days for the recipient to submit closeout documentation to FEMA, consistent with the notice of award and compatible with 2 CFR Part 200.343.

Grant closeout is driven by the expiration of the established POP, which expires 60 days after the end of the POA. To ensure compliance with all financial and programmatic requirements, FEMA grants staff will monitor the POP end date and grant data to assess progress and begin closeout in a timely manner. An orderly and accurate monitoring and closeout process ensures accountability for grant dollars awarded, documents FEMA decision making, and demonstrates compliance with federal requirements.

This section summarizes the actions that FEMA and the recipient must take to complete the closeout process in accordance with 2 CFR Part 200.343.

Roles, Responsibilities, and Required Forms

FEMA

FEMA has the following roles and responsibilities:

- Grants management staff are responsible for ensuring that the required documents are received, reviewed, and accepted prior to closeout. Grants management staff engage in activities that include but are not limited to the following:
 - Ensuring the recipient has satisfied all the financial requirements of the award and completing the closeout grant reconciliation in coordination with program staff, and
 - Advising recipients of requirements for submission of applicable closeout documents.
- Imposing specific conditions or withholding funding of other eligible projects or activities if recipients fail to submit required reports in a timely manner.
- Making provisions for all requirements for continued accountability for property or program income following closeout.
- Ensuring that award amounts, drawdowns, and expenditures have been reconciled and necessary cash or cost adjustments have been made.
- Ensuring that all EHP compliance grant conditions were implemented and documented, as required.
- Issuing final closeout letters to recipients, including record retention instructions.

- Program staff are responsible for assisting awarding offices in closing completed or terminated awards through activities that include but are not limited to the following:
 - Reviewing and evaluating final progress reports, and
 - Providing requested input on continued use or disposition of property acquired, improved, fabricated, or constructed under the award.

Recipient

The recipient has the following roles and responsibilities:

- Compete and transmit all required documents prior to the end of closeout.
- Satisfy all financial requirements of the award and complete the closeout grant reconciliation in coordination with FEMA staff, including liquidating all obligations within 90 days of the end of the POP. Submit applicable closeout documents using Attachment E: Closeout Checklist as a guide, including but not limited to the following:
 - Final FFR (SF-425);
 - Final performance or progress report;
 - Final request for payment;
 - Federally owned Tangible Personal Property Report (SF-428, 428-B, or 428-S) or Real Property Status Report (SF-429), if applicable; and
 - Disposition or recovery of federally owned assets.
- Ensure all conditions required as part of the compliance determination following an EHP review are met.
- The recipient is responsible for complying with applicable federal, state, or tribal EHP laws.

Notifications

The recipient can expect the following documents from FEMA staff associated with closeout of the State-Administered Direct Housing Grant:

- POP expiration notification letter
- Notification of grant completion
- Closeout summary letter

Audit

Audits provide an impartial, independent evaluation of FEMA programs. The objective of an audit is to improve programs and protect public resources from waste, fraud, abuse, or mismanagement. In the case of a state-administered direct housing mission, FEMA's audits of the recipient conform to the following guidelines:

- Audits by FEMA of the “single audits” conducted by recipients on their award. Recipients that expend \$25,000 or more in federal awards during their respective fiscal year are required to conduct single audits.
- Audits by FEMA of FEMA’s recipients, as required by the laws that govern improper payments.
- Audits required by federal regulations and conducted by FEMA’s recipients on federal funding they have received.

Office of the Inspector General

DHS OIG conducts independent audits and investigations of DHS components’ programs, operations, activities, and functions. The audits and investigations include examinations of how recipients expend federal grant funds, oversee non-federal audits of DHS federal programs like single audits of FEMA recipients, and review audit report responses, reporting all significant disagreements to the DHS Under Secretary for Management.

The DHS OIG evaluates DHS activities to identify, deter, and address waste, fraud, and abuse. The DHS OIG also provides recommendations to improve effectiveness and efficiency. DHS OIG’s Office of Audits and the Office of Emergency Management Oversight conduct program audits and grant audits of FEMA. Program audits evaluate FEMA’s policies, procedures, and practices. Grant audits, on the other hand, often focus on whether FEMA’s recipients have appropriate fiscal controls, accounting practices, and project administration procedures to produce accurate financial and project status reports; properly trace expenditures; and adhere to applicable laws, regulations, and FEMA guidelines. Even though grant audits pertain to recipients’ grant compliance, grant audits are framed as evaluations of FEMA’s effectiveness in ensuring compliance, and all recommendations are directed to FEMA.

Single Audit

The Single Audit Act is meant to be a cost-effective means for state, local, and tribal governments and nonprofits to report their expenditure of federal funds. Rather than each federal agency requiring a separate audit by each recipient, the Federal Government requires a non-federal entity to conduct only one audit that covers all of its federal expenditures, regardless of source. For example, instead of requiring a non-federal entity to conduct an audit for each federal award it receives from FEMA and separate audits for the funding it receives from the U.S. Department of Health and Human Services (HHS), a recipient has to conduct only one audit covering the funding received from FEMA and HHS.

Designated FEMA staff will ensure that recipients are aware of the FEMA regulations that pertain to audit requirements for recipients, particularly FEMA’s authority to conduct audits and gain access to information from recipients. In addition, recipients are required to

include procedures for audit requirements in their administrative plan in order to receive FEMA grant awards.

Recipients submit single audits of their financial statements and federal expenditures annually or biennially. The objectives of single audits are to do the following:

- Determine if financial statements conform to generally accepted accounting principles;
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, each FEMA awarding office is required to assign an individual to follow up on audit findings and issue management decisions for associated corrective actions. Audit findings applicable to multiple FEMA programs and other federal agencies are coordinated through the FEMA OCFO. For single audits, the recipient is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The recipient also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The recipient must prepare a CAP to address the new audit findings, which is similar to the CAP that FEMA prepares in response to GAO/OIG audits.

APPENDIX A: LIST OF ACRONYMS

AAR	Assistant Administrator for Recovery
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AFN	Access and Functional Needs
ALE	Additional Living Expense
ATHU	Alternative Temporary Housing Unit
CAP	Corrective Action Plan
CBRS	Coastal Barrier Resources System
CDBG-DR	Community Development Block Grant – Disaster Recovery
CFR	Code of Federal Regulations
COO	Certificate of Origin
DCM	Disaster Case Management
DHS	Department of Homeland Security
DHTF	Disaster Housing Task Force
DHU	Disaster Housing Unit
DOB	Duplication of Benefit
DRC	Disaster Recovery Center
DRRA	Disaster Recovery Reform Act
DTA	DHS Threshold Analysis
EHP	Environmental Planning and Historic Preservation
EMAC	Emergency Management Assistance Compact
ESA	Endangered Species Act
FAA	Federal Aviation Administration
FAPO	Financial Assistance Policy and Oversight
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FFATA	Federal Funding Accountability and Transparency Act
FFR	Federal Financial Report
FHA	Flood Hazard Area

FMR	Fair Market Rent
FR	Federal Register
FSA	FEMA-State Agreement
FSRS	Federal Funding Accountability and Transparency Act Subaward Reporting System
GAO	Government Accountability Office
GCO	Grant Coordinating Officer
GIS	Geographic Information Systems
GMD	Grants Management Division
GPD	Grant Programs Directorate
GSA	General Services Administration
HHS	Department of Health and Human Services
HOMES	Housing Operations Management Enterprise System
HQ	Headquarters
HQS	Housing Quality Standards
HSPD	Homeland Security Presidential Directive
HUD	Department of Housing and Urban Development
IA	Individual Assistance
IAPPG	Individual Assistance Policy and Program Guide
ICC	International Code Council
IHP	Individuals and Households Program
ISAA	Information Sharing Access Agreement
IT	Information Technology
JFO	Joint Field Office
LOU	Loss of Use
MCO	Manufactured Certificate of Origin
MHU	Manufactured Housing Unit
MLR	Multi-Family Lease and Repair
MOU	Memorandum of Understanding
NEMIS	National Emergency Management Information System

NEPA	National Environmental Policy Act
NFE	Non-Federal Entity
NGO	Non-Governmental Organization
NHPA	National Historic Preservation Act
NLT	Not Later Than
OCFO	Office of Chief Financial Officer
OEHP	Office of Environmental Planning and Historic Preservation
OIG	Office of Inspector General
OMB	Office of Management and Budget
OPA	Otherwise Protected Area
PHC	Permanent Housing Construction
PII	Personally Identifiable Information
PIN	Personal Identification Number
P.L.	Public Law
PMS	Payment Management System
POA	Period of Assistance
POC	Point of Contact
POP	Period of Performance
RA	Regional Administrator
RFO	Ready for Occupancy
RV	Recreational Vehicle
RVIA	Recreational Vehicle Industry Association
SADHGG	State-Administered Direct Housing Grant Guide
SF	Standard Form
SFHA	Special Flood Hazard Area
SF-PRR	Standard Form – Performance Progress Report
SLTT	State, Local, Tribal, and Territorial

SME	Subject Matter Expert
SOP	Standard Operating Procedures
SOW	Statement of Work
THU	Temporary Housing Unit
TSCA	Toxic Substances Control Act
TTHU	Transportable Temporary Housing Unit
UFAS	Uniform Federal Accessibility Standards
U.S.C.	United States Code

APPENDIX B: GLOSSARY

Administrative Plan. This document expands on the groundwork for the housing mission laid out in the Disaster Housing Strategy and establishes the fiscal monitoring and tracking procedures the recipient will use for determining administrative costs.

Alternative Temporary Housing Unit (ATHU). A temporary housing solution other than a Temporary Housing Unit (THU) that has been approved by FEMA as safe, habitable, and functional. The ATHU must be suitable using the following metrics: disabilities and other access and functional needs, meets HUD habitability standards, permitted for local use, incorporates climate and cultural considerations, must be temporary/removable, and code and EHP compliant.

Community Development Block Grant Disaster Recovery Program (CDBG-DR). A grant program to help cities, counties, and states recover from Presidential-declared disasters, rebuild the affected areas, and provide crucial seed money to start the recovery process for a broad range of recovery activities.

Direct Lease. The recipient or FEMA leases residential property not normally available to the public to provide temporary housing. Direct lease is generally only used when other direct assistance programs cannot meet the housing need.

Disaster Case Management (DCM). A program that addresses human services needs following a disaster through partner integration, provider capacity building, and state-level program development.

Disaster Housing Strategy. A document prepared pre-incident that discusses how the recipient will provide a suite of direct housing options, case management, and related support programs to promote timely, effective housing recovery outcomes for individuals and households. The housing options that can be used by a recipient are contingent on FEMA authorizing their use based on disaster-specific requirements/variables and a needs assessment.

Environmental Planning and Historic Preservation (EHP) review. The EHP review process considers the effects of Federal funding on resources such as endangered species, floodplains and wetlands, and historic bridges or culverts. FEMA is required to ensure that Federal funding complies with applicable Federal EHP laws, regulations, and Executive Orders prior to providing assistance.

Indian tribal government (tribal government). The governing body of an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian tribe under the federally recognized Indian Tribe List Act

of 1994 (25 U.S.C. §§ 479a to 479a-1) (42 U.S.C. § 5122[6]). FEMA Tribal Policy, No. 305-11-1.

Individual Assistance (IA). IA includes a variety of programs available to individuals and households adversely affected by a major disaster or an emergency declaration. These programs are designed to meet disaster applicants' sustenance, shelter, and medical needs during their path to recovery.

Individual and Households Program (IHP). IHP provides financial assistance and direct services to eligible individuals and households that have uninsured or underinsured necessary expenses and serious needs.

Multi-Family Lease and Repair (MLR). A building that contains three or more dwelling units, with each unit providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.

Operational agreement. This document denotes the recipient's intent to pursue a state-administered direct housing mission. The document is submitted after the FEMA-State Agreement (FSA) is signed as an addendum to the FSA.

Permanent Housing Construction (PHC). The recipient provides permanent repairs to homes with significant damage. FEMA only activates this program when other solutions are not available, infeasible, or not cost effective (most often in areas outside the continental United States or in insular areas within the continental United States).

Project Management Plan. This document expands on the groundwork for the housing mission laid out in the Disaster Housing Strategy and establishes the policies and procedures the state will use to implement the housing mission, complying with the operational agreement, and the relevant timelines, communication process, and quality control and assurance processes.

Recertification. The process in a direct housing program where the applicant's eligibility for a direct housing service is verified.

State-Administered Disaster Housing Task Force (DHTF): An emergency management body consisting primarily of state, local, tribal, and/or territorial leadership who coordinate and assist FEMA staff in carrying out a direct housing mission.

State recovery reserve. An organizational unit in the recipient government that can be trained to a performance standard for recovery operations.

System of record. An information technology system capable of securely maintaining data and records, disseminating this information, and disposing of this information.

Transportable Temporary Housing Unit (TTHU). A readily fabricated dwelling (i.e., a Recreational Vehicle [RV] or a Manufactured Housing Unit [MHU]) provided to eligible applicants for use as temporary housing for a limited period of time.

APPENDIX C: AUTHORITIES AND FOUNDATIONAL DOCUMENTS

Laws

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), (Public Law 93-288, as amended, 42 U.S.C. § 5174)

The Stafford Act authorizes the programs and processes by which the Federal Government provides disaster and emergency assistance to state and local governments, tribal nations, eligible private nonprofit organizations, and individuals affected by a declared major disaster or emergency. The Stafford Act covers all hazards, including natural disasters and terrorist events.

The Disaster Recovery Reform Act (DRRA), part of the Federal Aviation Administration (FAA) Reauthorization Act of 2018, (Public Law 114-2524)

The DRRA contains approximately 50 provisions that require FEMA policy or regulation changes for full implementation, as they amend the Stafford Act. These reforms acknowledge the shared responsibility for disaster response and recovery, aim to reduce the complexity of FEMA, and build the Nation's capacity for the next catastrophic event.

Regulations

Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This document provides guidance for non-federal entity recipients and subrecipients of federal financial assistance awarded by FEMA when using that assistance to finance procurements of property and services. The guidance provided by this document only applies to federal financial assistance (e.g., grants and cooperative agreements) subject to the procurement standards of the government-wide uniform administrative requirements, cost principles, and audit requirements for federal awards.

Title 44 of the CFR, Emergency Management and Assistance

This document is the principal set of rules and regulations issued by federal agencies regarding emergency management and assistance.

Policy and Guidance

FEMA Individual Assistance Policy and Program Guide (IAPPG), March 2019

The IAPPG compiles FEMA policy for each type of assistance available under the IA program. The IAPPG serves as a singular policy resources for SLTT governments that assist disaster survivors with post-disaster recovery.

APPENDIX D: DIRECT HOUSING OPTIONS

OVERVIEW

When administering direct temporary housing assistance or PHC, the recipient will be responsible for all components of the specific direct housing program option(s) that FEMA has approved for the disaster (e.g., Multi-Family Lease and Repair [MLR], Transportable Temporary Housing Unit [TTHU], Direct Lease, and/or Permanent Housing Construction [PHC]). However, FEMA cannot delegate responsibility for determining applicant eligibility for direct housing assistance or determining EHP compliance to the recipient. For greater detail on the forms of direct temporary housing assistance or PHC FEMA may authorize, see the [*Individual Assistance Program and Policy Guide*](#) (IAPPG), Chapter 3, Section V.

FEMA will not authorize a “blended” housing mission in which the state and FEMA share responsibility for executing elements of a single direct housing program. “Blended” housing missions introduce additional coordination challenges and complexity in a time-constrained environment, risk duplication of effort and confused accountability, and may inefficiently consume state and FEMA resources. For these reasons, recipients are expected to execute all operational elements of the housing mission funded by the State-Administered Direct Housing Grant.

Multi-Family Lease and Repair

FEMA may provide direct temporary housing assistance in the form of repairs or improvements to existing, vacant multi-family housing units (e.g., apartments). FEMA may utilize units repaired or improved under MLR as temporary housing for eligible applicants who are unable to use rental assistance because of a lack of available resources. The program is not intended to repair or improve individual units to re-house existing tenants. FEMA must review all properties to determine compliance with Section 408 of the Stafford Act and EHP requirements. Table 8 outlines the process for MLR.

Table 8: Multi-Family Lease and Repair Implementation Procedures

Process	Recipient Roles and Responsibilities
<input type="checkbox"/> Identify Potential Properties	<ul style="list-style-type: none">Contracting authority receives responses to a request for information on potential eligible properties.The recipient identifies which properties meet Multi-Family Lease and Repair (MLR) criteria identified by FEMA.

Process	Recipient Roles and Responsibilities
<input type="checkbox"/> Conduct Feasibility Assessments	<ul style="list-style-type: none"> Recipient conducts feasibility assessments on potential MLR properties to identify scope of repairs or improvements needed. The feasibility assessment includes the cost of making one unit in the property disability accessible. Assessment includes onsite verification inspection of the property and in-person interview with the property owner.
<input type="checkbox"/> Evaluate and Prioritize Properties	<ul style="list-style-type: none"> Recipient evaluates and prioritizes each MLR property and can do the following: <ul style="list-style-type: none"> Use geospatial imagery to determine proximity to eligible applicants, Sort properties into lists for each service area based on reasonable commuting distance, and Expand the geographic area for potential MLR properties outside of the declared disaster area if MLR is necessary and individual assistance (IA)-designated areas do not include enough MLR-eligible properties.
<input type="checkbox"/> Property Confirmation	<ul style="list-style-type: none"> Recipient sends the results of its assessments and evaluation to FEMA for confirmation that the property is eligible and EHP compliant.
<input type="checkbox"/> Lease Eligible Property	<ul style="list-style-type: none"> Contracting authority verifies property ownership. Recipient contracting authority executes lease agreements with property owners. Property owner can receive financial payments, repairs and modifications, or a combination of both. Agreement must allow state to make reasonable accommodation or modification repairs and improvements during the lease agreement. The recipient appoints a contracting officer to review invoices for project.
<input type="checkbox"/> Applicant Match to Housing Unit and Move In	<ul style="list-style-type: none"> Recipient matches applicants with appropriate housing units. Applicant signs lease agreement at occupancy appointment. Recipient notifies applicant and assigns a representative to contact the applicant and schedule move-in time.

Transportable Temporary Housing Unit (TTHU)

A TTHU is a readily fabricated dwelling (i.e., a Recreational Vehicle [RV] or a Manufactured Housing Unit [MHU]) purchased or leased by FEMA or the recipient and provided to eligible applicants for use as temporary housing for a limited period of time. TTHUs are manufactured homes constructed in accordance with Department of Housing and Urban Development (HUD) standards and commercially available RVs built to Recreational Vehicle Industry Association (RVIA) standards. The dwellings range from one- to three-bedroom units based on the applicant's pre-disaster household composition. FEMA will provide accessible TTHUs for eligible disaster survivors with disabilities. TTHU placement may occur on private

sites, such as an eligible applicant's private property, a pre-existing commercial park, or on a group site identified and approved by local officials and constructed and maintained by the recipient. Table 9 details the steps in the implementation process of a TTHU. The recipient is responsible for tracking TTHU inventory throughout the program life cycle and providing status updates to regional logistics personnel.

Table 9: TTHU Implementation Procedures

Transportable Temporary Housing Unit (TTHU) Steps	Recipient Roles and Responsibilities
<input type="checkbox"/> Applicant Contact and Interview	<ul style="list-style-type: none"> Recipient interviews applicant to confirm housing needs and verify site location.
<input type="checkbox"/> Site Inspection and Feasibility Assessment	<ul style="list-style-type: none"> Recipient dispatches teams to conduct site inspections to determine the feasibility of placing the requested TTHU on site, mapping where the unit will be located in proximity to functioning utilities and complying with local setbacks and other ordinances. Recipient sends the complete site inspection report to FEMA for review and EHP compliance determinations. Recipient secures permission from FEMA for use of a group site prior to use.
<input type="checkbox"/> Haul and Install	<ul style="list-style-type: none"> The recipient does the following: <ul style="list-style-type: none"> Transports unit to site; Installs according to manufacturer's specifications; Follows applicable local permitting processes; Installs electrical panel, lease commercial pad, if necessary; and Provides "living kits" for occupant (e.g., standard household items, such as bedding, disposable kitchenware, and cleaning supplies).
<input type="checkbox"/> Applicant Match and Move In	<ul style="list-style-type: none"> Recipient matches applicant to unit and licenses in the applicant in accordance with federal, state, and local regulations.

For more information on regulations relating to TTHU and the recipient's responsibilities, refer to Chapter 3, Section V of the IAPPG.

Direct Lease

Existing ready-for-occupancy residential property leased and, if necessary, modified or improved to provide a reasonable accommodation for an eligible applicant with a disability and others with access and functional needs for use as temporary housing for eligible applicants. The direct lease program requires that the recipient implement some specific capabilities effectively. This includes a dedicated field team that understands the direct lease process, a contracting liaison, a staff person that can disseminate legal components and evaluate and work with vendors, and a state agency. FEMA sets the cost threshold for implementing a direct lease program in the grant award; however, the recipient may request an increase to this cost threshold from FEMA. Table 10 outlines the direct lease process.

Table 10: Direct Lease Implementation Process

Process	Recipient Roles and Responsibilities
<input type="checkbox"/> Determine Property Eligibility	<p>Recipient determines eligible properties that are the following:</p> <ul style="list-style-type: none"> • An existing residential property, • Normally not available to the public, • Within a reasonable commuting distance to community and wrap-around services, and • Determined by FEMA to be EHP compliant.
<input type="checkbox"/> Establish Property Management Company Eligibility	<ul style="list-style-type: none"> • Eligible properties respond to requests for information. • State and property management company or owner ensures lease includes necessary provisions.
<input type="checkbox"/> Internal Contracting Process	<ul style="list-style-type: none"> • The recipient contracting authority will enter into a contract with the selected properties or property management company after determining which properties meet the direct lease criteria.
<input type="checkbox"/> Select Direct Lease Unit	<ul style="list-style-type: none"> • The recipient determines which rental units to lease. • A property management company executes lease agreements. • Property management company will inspect property for compliance with state residential occupancy standards.
<input type="checkbox"/> Applicant Match and Move In	<ul style="list-style-type: none"> • The recipient matches applicants to appropriate rental units. • Recipient notifies applicant and assigns a representative to contact the recipient and schedule move-in time. • Representative conducts walk-through during move in.

Permanent Housing Construction

Home repair and/or construction services provided in insular areas outside the continental United States and in other locations where no alternative housing resources are available and where types of housing assistance FEMA normally provides, such as rental assistance or other forms of direct assistance, are unavailable, infeasible, or not cost effective. In rare circumstances, FEMA may authorize PHC to provide direct repairs to an eligible applicant's home or to build a new one. As with other forms of direct housing, FEMA identifies eligible applicants and verifies they accept the conditions of the program, including accepting responsibility for the completed home and associated permits and obtaining or maintaining flood insurance coverage at least equal to the value of the PHC assistance if the home is in a special flood hazard area and was damaged by flood. For construction of new homes, the state will submit designs and cost proposals for FEMA to approve. For the repair option, the state will propose the scope of repairs and associated cost and specifications, which FEMA will approve. The repair and construction processes are the same besides these initial steps. Table 11 details the steps in implementing a PHC mission.

Table 11: Permanent Housing Construction Implementation Procedures

Permanent Housing Construction (PHC) Steps	Recipient Roles and Responsibilities
<input type="checkbox"/> Conduct Market Research and Award Contract(s)	<ul style="list-style-type: none"> Recipient conducts market research and awards a contract to perform the PHC mission.
<input type="checkbox"/> Approve Construction Designs	<ul style="list-style-type: none"> FEMA approves scope of repairs and new construction design options identified by the state. Designs should comply with local building codes, ordinances, and permitting requirements.
<input type="checkbox"/> Assess Eligible Applicant's Housing	<ul style="list-style-type: none"> Recipient identifies and conducts feasibility assessments on potential PHC properties and shares this with FEMA. FEMA reviews feasibility assessment for EHP compliance determination.
<input type="checkbox"/> Acquire Applicant Terms and Conditions	<ul style="list-style-type: none"> FEMA approves PHC option. Recipient notifies eligible applicant in writing and provides terms conditions.
<input type="checkbox"/> State Management of Construction	<ul style="list-style-type: none"> Recipient performs project management responsibilities for the construction and repair of applicant property. Recipient ensures quality control of construction and repairs.
<input type="checkbox"/> Shelter Applicant and Personal Property Pre-Construction	<ul style="list-style-type: none"> Recipient housing specialist ensures the applicant vacated the applicant's home with the applicant's property. Recipient housing specialist assesses the applicant's need for intermediary shelter.
<input type="checkbox"/> Prepare for PHC Completion	<ul style="list-style-type: none"> Contracting officer provides updates to state on repair progress, and the housing specialist provides updates to the applicant and guides the applicant through the move-in process once repairs are complete.

Temporary Housing Occupancy Functions

The occupancy phase begins once an applicant enters a direct housing unit. The recipient must conduct maintenance inspections and meet with the applicant monthly throughout the occupancy of the housing unit to assist the applicant with progressing toward permanent housing construction. FEMA expects the recipient to coordinate recertification casework with disaster case management and Community Development Block Grant – Disaster Recovery (CDBG-DR)-funded recovery programs when these programs have been authorized for the disaster. The recipient must also document all violations of the occupant's revocable license, housing agreement, or lease and notify FEMA. FEMA is responsible for issuing warning notices to occupants, terminating an occupant's eligibility to remain in the program, adjudicating appeals, and assessing penalty fees. FEMA may not delegate these functions to the recipient.

Upon an applicant's move-out from a federal direct housing solution, the recipient will conduct a move-out inspection and deactivate the unit from the program. The recipient will retain the certificate of origin (COO).

Table 12 summarizes all additional recertification responsibilities for each direct housing program.

Table 12: Key Recertification Responsibilities and Processes

Temporary Housing Program	Recipient Key Recertification Responsibilities and Processes
Direct Lease	<ul style="list-style-type: none"> • Applicant signs lease agreement, and state informs applicant of the applicant's need to establish a housing plan no later than the first recertification visit. • Recertification visits and interviews regularly occur to confirm applicant's continued eligibility for unit.
Multi-Family Lease and Repair (MLR)	<ul style="list-style-type: none"> • Applicant signs lease agreement, and state informs applicant of the applicant's need to establish a housing plan no later than the first recertification visit. • Recertification visits and interviews regularly occur to confirm applicant's continued eligibility for unit.
Transportable Temporary Housing Unit (TTHU)	<ul style="list-style-type: none"> • The recipient reports on the maintenance of the TTHU for each individual unit, according to an agreed upon timeline. • Recertification visits and interviews regularly occur to confirm applicant's continued eligibility for unit. • The recipient ensures compliance with federal property requirements around the installation of a TTHU.

Closeout

Following applicant move-out of a direct housing unit, it is the state's responsibility to properly dispose of a direct housing property. To fully close out a direct housing case, the state does the following:

- Drafts and finalizes final closeout and move-out reports;
- Requests final invoicing from contractors, property owners, landlords, etc.;
- Conducts internal and external audits;
- Provides feedback on all contractors through the contractor performance; and
- Performs an audit of the system of record to ensure applicant data is accurate.

In addition, the recipient must perform some additional closeout procedures for each housing program, as shown in Table 13.

Table 13: Key Closeout Processes

Temporary Housing Program	Recipient Key Closeout Responsibilities and Processes
Direct Lease	<ul style="list-style-type: none"> • Recipient coordinates with property owner or property management company to release the unit back to the property owner, in accordance with the lease.
Multi-Family Lease and Repair (MLR)	<ul style="list-style-type: none"> • Recipient coordinates with property owner or property management company to release the unit back to the property owner, in accordance with the lease. • Recipient notes damages beyond normal wear and tear that are attributable to occupant.
Transportable Temporary Housing Unit (TTHU)	<ul style="list-style-type: none"> • Recipient removes the TTHU from site in accordance with a pre-established TTHU removal contract. • Recipient will coordinate with FEMA for deactivation and sales/donations according to applicable federal regulations.

Temporary Housing Program	Recipient Key Closeout Responsibilities and Processes
Permanent Housing Construction (PHC)	<ul style="list-style-type: none"> • Recipient organizes a final walk-through/move-in appointment and provides applicant with two sets of keys, if applicable. • If flood damage occurred in a special flood hazard area (SFHA), FEMA will record the value of repairs to create a flood insurance requirement. • Recipient turns over dwelling to applicant, and applicant moves in.

APPENDIX E: DISASTER HOUSING STRATEGY TEMPLATE

This appendix provides a checklist and template for recipients to develop their own Disaster Housing Strategy. The text within the template describes the kind of information that recipients should provide.

Disaster Housing Strategy Checklist

The Disaster Housing Strategy should identify recipient priorities and document critical, jurisdiction-specific processes and procedures to promote efficient execution during a disaster housing mission. Prepared in advance of a potential disaster, an effective Disaster Housing Strategy development process gives recipients an opportunity to identify and negotiate key partnerships, establish local buy-in, and prepare for known obstacles to implementing a successful disaster housing mission.

The following is an overview of the components needed in the Disaster Housing Strategy. The following sections will go into detail on each checklist item.

Planning and Preparedness

- Identify funding mechanism(s) for disaster housing missions.
- Develop risk assessment and mitigation strategy.
- Develop plan for integrating federal and recipient recovery programs.
- Identify trainings, exercises, and continual improvement activities.

Organization and Partners

- Identify organizational structure for administering a disaster housing mission.
- Describe the Disaster Housing Task Force (DHTF) and activation plan.
- Identify lead agency.
 - Identify supporting agencies.
- Describe approach for private sector integration.
- Identify intergovernmental support agreements.

Disaster Housing Mission Administration

- Develop a strategy for the sheltering phase of a disaster housing mission.
- Develop a strategy for the temporary housing phase of a disaster housing mission.
- Develop a strategy for the permanent housing construction phase of a disaster housing mission.
- Develop a strategy for conducting other post-disaster activities.

Section 1: Executive Summary

The recipient should provide an overview that identifies the following:

- Disaster housing recovery priorities,
- Disaster Housing Strategy goals and alignment to housing recovery priorities,
- How the Disaster Housing Strategy will be applied,
- Summaries of pre-disaster activities undertaken by the recipient and its DHTF to prepare for a housing mission, and
- Summaries of post-disaster activities that will be taken by the recipient and its DHTF to begin executing a housing mission.

Section 2: Planning for Executing a Disaster Housing Mission

The introduction to this section should identify the planned frequency with which the Disaster Housing Strategy will be reviewed and updated, including a timeline for strategy review, a list of past revisions, and summary of changes.

Funding for Disaster Housing Missions

This section will identify how all phases of disaster housing planning and operations will be funded for declared federal disasters for which FEMA grant funds may be available and non-federally funded disasters that rely on SLTT government funding.

Risk Assessment

The recipient should include a jurisdiction-wide risk assessment in the recipient's Disaster Housing Strategy to identify the locations that are most likely to require a post-disaster housing mission. Based on the jurisdiction's size, geography, and population density, the risk assessment could include multiple entries (e.g., coastal or riverine areas prone to flooding and wildland-urban interface locations). Each location identified in the risk assessment should describe the following:

- The post-disaster housing solutions most suitable to major geographic areas,
- Post-disaster housing limitations (e.g., lack of existing rental properties, densely populated urban centers unsuited to TTHU installation, flood zones, and environmental and cultural considerations), and
- Social vulnerability profiles (e.g., children, the elderly, those with access or functionality issues, etc.).

Integration of Federal and Recipient Recovery Programs

The recipient should identify how it plans to strategically integrate federal and its own disaster recovery programs to deliver comprehensive assistance to survivors and communities through long-term recovery.

This section should provide information on the recipient's disaster housing programs (as well as local housing assistance programs), including the system, process, eligibility requirements, and timeframes of delivery assistance.

Training, Exercises, and Continual Improvement

The recipient should identify a plan for conducting training and exercises to build and maintain its capability to execute a disaster housing mission (e.g., plan for integration into FEMA National Exercise Division exercise schedule). The recipient should also identify a continuous improvement strategy to incorporate lessons learned and best practices from its own other and other state-administered housing missions.

Section 3: Organization and Partners

Organizational Approach

The recipient should identify the organizational structure, chain of command, and roles and responsibilities (including pre-disaster preparedness and post-disaster responsibilities) for the DHTF, lead agency, and supporting agencies administering the direct housing mission.

Disaster Housing Task Force

The recipient should identify the members of its permanent DHTF and provide an activation plan for standing up the DHTF after a disaster strikes, including the following:

- Outline of approach for different types and sizes of incidents that may require activation of the DHTF;
- Conditions under which the recipients would activate their DHTF;
- Conditions under which recipients would not activate the DHTF when administering a disaster housing mission (if necessary);
- Planning assumption for a disaster housing mission; and
- Anticipated resource requirements for a disaster housing mission.

The DHTF should include SLTT government officials with a role in disaster housing, along with key federal, non-governmental, and private sector partners with disaster housing equities or capabilities.

Lead Agency

The recipient should identify and briefly describe the organizational agency, department, or office that will be responsible for leading the housing mission. Recipients must verify that the lead agency possesses the requisite legal authority to execute all elements of a disaster housing mission (e.g., entering into lease agreements with private property holders and issuing emergency waivers of regulations or ordinances) or must describe a strategy for partnering with other agencies with the requisite legal authority.

Supporting Agencies

The recipient should identify and briefly describe all the relevant agencies that are expected to support the lead agency in executing the housing mission.

Example organizations include those responsible for the following:

- Permitting and land use
- Facilities or property management
- Utilities and industry coordination
- Health and human services
- Access and functional needs

Quality Control

The recipient should outline a methodology to ensure quality control over the financial and programmatic execution of the housing mission. More detailed information can be contained in the Administrative Plan.

Private Sector Integration

The recipient should identify its plan for integrating private sector support, including contracting for disaster housing services and ensuring provision of wrap-around services.

Intergovernmental Support and Mutual Aid Agreements

Recipients should identify what forms of intergovernmental support they anticipate requiring to execute the housing mission, such as the following:

- Agreements with neighboring state, tribal, or territorial partners to host evacuees on an interim basis;
- Emergency Management Assistance Compact (EMAC) support; and
- Non-governmental organizations (NGO).

Recipients should also identify contingency plans for obtaining additional resources and support in case intergovernmental and mutual aid resources are unavailable because of competing resource requirements.

Section 4: Disaster Housing Mission Phases

This section will identify the recipient's strategy for specific housing mission phases and activities. Each of the phases or activities identified in this section should support the overall priorities and goals of the disaster housing mission, as identified in Section 1.

Sheltering Phase Strategy

Recipients should identify the following:

- The agency and/or individual who will serve as the lead for the planning and execution of sheltering activities;
- Current baseline resources, capabilities, and capacity, including the following:
 - Inventory of mass shelters or plans to collect such information;
 - Types, size, and locations of sheltering available; and
 - Considerations/accommodations for special needs populations and pets.
- How long sheltering will be provided;
- Key partners and their roles;
- All agreements planned or in place with other states, jurisdictions, and partners;
- Potential resource and capacity shortfalls and how they will be addressed; and
- All other risks or threats and how they will be addressed, e.g., CBRNE/pandemic.

Temporary Housing Phase Strategy

Recipients should identify the following:

- The agency and/or individual who will serve as the lead for the planning and execution of temporary housing activities;
- Current baseline resources, capabilities, and capacity, including the following:
 - Inventory of available rental housing, commercial manufactured and other temporary housing and recreational vehicle pads, and prospective group site locations for manufactured temporary housing or plans to collect such information;
 - Databases maintained by the recipient and/or private sector;
 - Major providers of housing stock, including property managers, housing authorities, etc.;
 - Areas of land suitable for use or development for staging or group sites;
 - Acceptable forms of manufactured temporary housing;
 - Considerations/accommodations for special needs populations;
 - Ability of the recipient to provide caseworkers for impacted survivors; and
 - Known transportation limitations.
- Processes and procedures to do the following:
 - Expedite the transportation of Transportable Temporary Housing Units (TTHU),

- Expedite the delivery of utility services to TTHUs, and
 - Expedite or waive permits required for the installation of TTHUs.
- Known areas of the recipient's jurisdiction where temporary housing would not be appropriate because of environmental, historic, floodplain, cultural, or other issues;
- Key partners and their roles;
- All agreements planned or in place with other states, jurisdictions, and partners;
- Ways to refocus existing programs and policies in the event of a disaster;
- When relocation should be considered and how it can be supported;
- Potential resource and capacity shortfalls and how they will be addressed;
- Plans for transitioning disaster survivors from emergency shelters to temporary or permanent housing construction; and
- All other risks or threats and how they will be addressed.

Permanent Housing Phase Strategy

The recipient should identify the following:

- The agency and/or individual who will serve as the lead for the planning and execution of affordable housing restoration or development activities;
- How the state will determine a long-term housing need and prioritize options such as rental units, permanent housing construction, repair and reconstruction, and/or relocation;
- Pre-identify sources and processes for potential permanent housing placement services, including potential disaster case management and wrap-around services support;
- Current baseline recovery resources, capabilities, and capacity, including the following:
 - Potential permanent housing construction solutions,
 - Approved contractors list for repair and reconstruct work, and
 - Sites available to be converted from interim to permanent housing.
- Process and procedures to do the following:
 - Involve local stakeholders;
 - Expedite administrative processes such as enforcement of codes, ordinances, permit requirements, and licensing of out-of-state contractors;
 - Increase the capacity of the recipient's insurance department to manage issues and complaints related to settlement claims;
 - Prevent fraudulent and predatory contracting;
 - Provide technical assistance after a disaster;
 - Monitor and evaluate housing programs; and
 - Ensure that plans in place address needs of special populations, such as persons with disabilities and families with children.

- Key partners and their roles;
- All agreements planned or in place with other states, jurisdictions, and partners;
- Potential resource and capacity shortfalls and how they will be addressed; and
- All other risks or threats and how they will be addressed.

Other Post-Disaster Activities

Recipients should identify the following:

- Communications plan to distribute information on direct housing assistance;
- Priorities of disaster housing recovery activities, such as buildings, facilities, and areas that will be repaired first in order to expedite the overall recovery process;
- Actions to be taken by the DHTF and their timeframes for completion, including a process for completing the following:
 - The disaster-specific Disaster Housing Strategy, and
 - The disaster-specific state housing Administrative Plan.
- Process and procedures to do the following:
 - Identify partners for disaster recovery, and coordinate actions;
 - Coordinate delivery of federal disaster direct housing assistance;
 - Seek input from agencies and organizations that can assist with disaster housing operations;
 - Identify and provide public information on resources and programs;
 - Expedite building safety inspections; and
 - Assist in resolving issues associated with building codes.
- How the DHTF will determine whether local resources are overwhelmed;
- Opportunities for mitigation and a process to encourage mitigation activities;
- Program closeout goals and financial closeout plans; and
- All potential risks or threats and how they will be addressed.

APPENDIX F: ADMINISTRATIVE PLAN TEMPLATE

To ease the administration plan development, review, and approval process, this appendix contains a template that recipients may use to develop their Administrative Plan. This template includes placeholders where recipients may insert their own specific information.

Instructions

This document is intended to be a sample format that states can use as guidance as they develop their own state Administrative Plan. The sample format is not meant to be used by states as their final Administrative Plan. The document provides citations of the laws, regulations, and policies that state procedures must comply with in order to meet federal program and grant administrative requirements. Each state should tailor the format of its Administrative Plan, as needed, to best explain its own process of delivering FEMA's State-Administered Direct Housing Grant. Section IV of the Administrative Plan must be amended for each federally declared emergency or disaster declaration.

A disaster-specific Administrative Plan must be submitted with the State-Administered Direct Housing Grant application. The Administrative Plan must be updated to include timeframes, geographic parameters, and scope of work specific to the incident.

When referencing existing state documentation, summarize and provide reference or citation. Where possible, please cite section or paragraph. FEMA may request the actual source documentation, if necessary.

Mission

<Describe the incident that led to the Presidential disaster declaration authorizing direct housing.>

The <insert recipient agency name> is responsible for development and implementation of the <recipient> Administrative Plan for the administration and closeout of the State-Administered Direct Housing Grant provided by the FEMA Individuals and Households Program (IHP) (see Subsection [f] of the Stafford Act). The Administrative Plan includes policies and procedures that ensure the delivery of assistance to eligible disaster survivors; provides details on <recipient> monitoring, tracking, and reporting responsibilities; and explains the financial and grants management roles and responsibilities of the <recipient>. <Recipient> staff will directly delivery assistance and manage the IHP in accordance with policies and procedures established in the <recipient> Administrative Plan and federal regulations at 44 CFR Part 206.110-118.

Administrative Plan Table of Contents and Checklist

Section I: State Government Administrative Plan Development

- Authorities and References
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- Staffing Capability and Scaling
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Section III: State Government Administrative Plan Financial Requirements

- Grant Application Procedure
- Procedures for Financial Management, Accountability, and Oversight
- Grants Management Oversight
- Closeout
- Document Retention

Section I: State Government Administrative Plan Development

The delivery of state-administered direct housing by <recipient> is contingent upon an approval of a <recipient> Administrative Plan (hereinafter “Administrative Plan”), which describes the partnership between FEMA and the <recipient> for the delivery of assistance under Section 408 of the Stafford Act, 42 U.S.C. § 5174 and full application package, which consists of the Administrative Plan and a Disaster Housing Strategy. If <recipient> requests a grant to administer direct housing, the <recipient> must develop an Administrative Plan to describe the procedures the <recipient> will use to administer direct housing. All implementation procedures must be in compliance with federal requirements and <recipient> laws and procedures. The Administrative Plan provides a description of the <recipient's> procedures for implementing state-administered direct housing. The Regional Administrator and the governor/tribal chief/tribal chief or his/her designee will execute the Administrative Plan by June 1st of each year.

Authorities and References

Federal

<The list or statement should include a reference to the Stafford Act and all appropriate federal authorities, including Executive orders and OMB circulars.>

In implementing this grant, the state must abide by all applicable statutes, regulations, Executive orders, and policies governing the provision of FEMA’s direct temporary housing assistance program, including but not limited to the following:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended at 42 U.S.C. § 5174.
- Disaster Recovery Reform Act (DRRA), part of the Federal Aviation Administration (FAA) Reauthorization Act of 2018, P.L 115-2524.
- Americans with Disabilities Act, P.L. 101-338, as amended at 42 U.S.C. § 12101.
- National Environmental Policy Act, 42 U.S.C. § 4332.
- Endangered Species Act, 16 U.S.C. § 1536.
- National Historic Preservation Act, 16 U.S.C. § 470f.
- Clean Water Act, 33 U.S.C. § 1251.
- Title 2 of the Code of Federal Regulations (CFR), Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- Title 44 of the CFR, “Emergency Management and Assistance.”
- Section 504, Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, “Nondiscrimination under federal grants and programs; promulgation of rules and regulations.”
- 44 CFR Part 9, “Floodplain Management and Protection of Wetlands.”

- Executive Order 11990, “Protection of Wetlands,” 42 FR 26961 (1977).
- Executive Order 11988, “Floodplain Management,” 42 FR 26951 (1977).
- DHS Directive 023-01, Rev. 01, and Instruction Manual 023-01-001-01, Rev.01, 81 FR 56682 (2016), “Implementing the National Environmental Policy Act (NEPA), with component supplemental instructions in FEMA Directive 108-1 and FEMA Instruction 108-1-1” (2016).

State Government

<The list or statement should include a reference to the recipient laws and all appropriate recipient authorities.>

Amendments

The <recipient> may request amendments to the Administrative Plan at all times. An amendment is effective upon signature by the FEMA Regional Administrator and the governor/tribal chief or his/her designee. The <recipient> may request an amendment to the Administrative Plan as follows:

During non-disaster periods. The <recipient> may submit proposed amendments to the Administrative Plan in writing to the FEMA Regional Administrator. FEMA must review the request and respond to the governor/tribal chief or his/her designee within 45 days of receipt of the proposed amendment.

Definitions

<Insert name and acronym of state lead agency for housing mission. >

Joint Field Office (JFO) – A temporary facility where federal and <recipient> officials, along with representatives of various relief agencies, coordinate response and recovery efforts.

Disaster Recovery Center (DRC) – DRCs provide an accessible, convenient site where individuals, family members, and business owners can communicate face to face with disaster specialists. Survivors may be eligible for specific disaster-related services in their recovery process, as well as receive cost-effective ways to reduce future disaster damages. <State>, federal, and volunteer services available at DRCs give survivors the ability to a “one-stop shop” for disaster-related programs and receive help in navigating their path toward recovery.

Governor/Tribal Chief’s Authorized Representative – The <recipient> official named by the governor/tribal chief in the federal-state/Indian tribal government agreement to execute on behalf of the state/Indian tribal government all necessary documents for disaster assistance and evaluate and transmit local government, eligible private facility, and <recipient> agency requests for assistance to the FEMA Regional Administrator following a major disaster or emergency declaration.

Grant Coordinating Officer (GCO) – The **<recipient>** official assigned management responsibility for direct housing when the **<recipient>** chooses to administer direct housing programs under the cooperative agreement.

IHP Program Manager – The person to whom day-to-day responsibilities in the IHP program are assigned. This person may also be the GCO.

Regional Administrator – The chief official of the FEMA regional office **<insert region>**.

State Government Coordinating Officer – The recipient official appointed by the governor/tribal chief to act in cooperation with the FCO.

<Insert other relevant state-administered direct housing definitions here.>

Program Descriptions

<Adjust entries of program descriptions based on which programs state has chosen and FEMA has authorized. Examples include the following:>

Direct Lease – Enables the state to lease a property that typically would not be available to the public to provide temporary housing to eligible applicants who are unable to make use of financial temporary housing assistance because of a lack of available housing resources.

Multi-Family Lease and Repair (MLR) – Allows the state to repair or improve existing multi-family housing in order to increase the supply of temporary housing available to eligible applicants.

Permanent Housing Construction (PHC) – Provides direct assistance for repairs or new construction. FEMA may only authorize this program in insular areas outside of the continental United States and other locations where there is a lack of alternative housing resources and temporary housing assistance is not available, infeasible, or not cost effective.

Transportable Temporary Housing Units (TTHU) – Provides TTHUs constructed in compliance with Department of Housing and Urban Development (HUD) and industry standards to provide temporary housing. TTHUs may be provided on private, commercial, or group sites.

Alternative Temporary Housing Unit (ATHU) – Provides ATHUs when the state determines an alternative housing choice best meets the needs of its survivors. An ATHU is another option that has been approved by FEMA as a safe, habitable, and functional temporary housing solution. The ATHU must be suitable using the following metrics: provides access and functional needs (AFN), meets HUD standards, is permitted for local use, incorporates climate and cultural considerations, must be temporary/removable, and must be code compliant.

Administrative Costs

This portion of the administrative plan must identify costs for activities that are directly related to managing and administering the award, such as financial management and monitoring. Administrative costs are not intended to cover direct costs of managing specific projects and are capped at not more than 5 percent of the award. This section of the administrative plan should outline the allocated percentages of total administrative costs distributed to the recipient, including but not limited to the following:

- Cost of overall project management
- Budgeting
- Hiring of staff
- Conducting background checks
- Coordination
- Monitoring
- Reporting and evaluation of program and project performance.

Section II: State Government Administrative Plan Program Requirements

Assignment of Grant Program Responsibilities to State Government Officials or Agencies

<Identify the lead state agency and its role and responsibility for administering the direct housing grant.>

Assignment of Grant Program Responsibilities to State Government Supporting Agencies

<Identify the lead supporting agencies and their role and responsibility for administering the direct housing grant.>

Housing Mission

<Identify implementation milestones, geographic parameters, all selected housing options, and budget projections for each housing option selected.>

The <recipient> must demonstrate that its plan for each selected housing option and associated milestones is fully developed and conforms to FEMA's performance reporting and milestone requirements. The <recipient> acknowledges that FEMA will not award a State-Administered Direct Housing Grant if the requirements of a housing mission exceed the options and associated capabilities and capacities developed in the Administrative Plan. Basic criteria for each housing option are located in [Chapter 2: Preparing for a State-Administered Direct Housing Mission](#) of the *State-Administered Direct Housing Grant Guide*.

The <recipient> selects the following [select all applicable boxes] housing options as those it intends to implement (as authorized by FEMA following a disaster) during a housing mission.

- Direct Lease
- MLR
- TTHU
 - RV
 - MHU
- PHC
 - Repair
 - New Construction

Housing Options

<Identify the housing options and provide all necessary information for each housing option included to include cost estimates and justification for pursuing that option. For more information on necessary information, refer to Chapter 2: Capability Evaluation. Include the

processes the state will implement to ensure all work for each housing option complies with all applicable regulations and statutes (e.g., environmental and historic preservation, permitting, licensing, etc.).>

Performance Metrics

<Describe specific timeframes, milestones, and performance goals established by the state for providing each form of temporary housing. For performance metric milestones and deadlines, see Attachment C: Tasks and Deliverables.>

Staffing Capability and Scalability

Staffing Schedule

<Identify current staffing capability and capacity as they relate to state-administered direct housing or the specific housing mission scope. Include organizational chart that includes name and role of personnel.>

<Identify the position, salary, and percent of time for lead staff person(s) assigned to the following lines of effort:

- Financial management
- Contract management
- Staff management
- Federal compliance
- State and local code compliance
- Data management
- Quality assurance oversight>

Staff Scaling

<Identify staff scaling plan to fill staffing gaps, including processes and procedures for hiring and training new staff, anticipated role of new personnel, and anticipated role of contractors.>

Contracting

<Identify contracting plan and all pre-positioned contracts. The contracting plan must address all of the following:

- Role and scope of contracting to fulfill staffing requirements;
- Demonstrate knowledge of procurements under grants, including processes and controls to ensure compliance;
- State procurement processes;
- Contractor capacity and scalability; and

- Contract scope, Period of Performance, dollar amounts, and specific requirements for all pre-positioned contracts.>

Past Performance

Managing Federal Grants

<Identify relevant past performance in execution of federal grants/DHS grants/FEMA grants/state grants/similar programs which demonstrate the following aptitudes:

- Financial stability
- Quality of management systems
- Ability to meet management standards
- Ability to implement effectively statutory, regulatory, or other requirements.

<Include reference to relevant after-action reports and finding from audits.>

Administration of Housing Assistance

<Identify relevant past performance in collaboration with administration of temporary housing assistance or other similar operations.>

<Include reference to relevant after-action reports and findings from audits.>

Communications Plan

<Identify communication plan, which includes the policies and procedures for communicating disaster housing programs to all eligible applicants and responses to applicant inquiries and concerns. Communication plan must address the following:

- Complete list of media selected to communicate
- Media and incoming message monitoring
- Communication timeline
- Communication frequency
- Geographic scope
- Primary agency and lead individual for enacting communication strategy
- Flexibility to transmit disaster-specific emergency messages.>

<The recipient may reference pre-existing documentation that describes the following processes in more detail.>

Applicant Notifications

<Insert procedures for notifying disaster-eligible applicants of program availability, to include the publication of application deadlines, pertinent program descriptions, and further program information on the requirements which must be met by the applicant in order to receive assistance.>

Eligibility Determinations

In all cases, FEMA alone is responsible for applicant eligibility determinations for direct housing assistance, whether the recipient is administering the direct housing grant or FEMA is administering direct housing.

Information Technology Systems/Privacy and Confidentiality

<Insert provisions for safeguarding the privacy of applicants and the confidentiality of information, in accordance with Section 206.110(j).>

Information Technology Systems

<Identify information technology systems that interface with the FEMA Housing Operations Management Enterprise System (HOMES) and comply with all other federal regulations and requirements. Describe the specifications of the system and how it will be used to administer the housing mission. Include the following information:

- Relevant redundant systems and risk monitoring and mitigation processes
- Contract support.>

Personally Identifiable Information

<Identify processes the state must use for receiving and securing personally identifiable information (PII), as defined by DHS guidance, provided to the state for the purpose of providing direct housing assistance on FEMA's behalf and providing weekly case updates to FEMA. Identify how the recipient's and FEMA's system of record for tracking PII through the state-administered housing mission will function. Include all applicable federal and state privacy and confidentiality laws and regulations that will be adhered to.>

Quality Assurance Plan

<Identify quality assurance plan the state will use to monitor the quality of work, which will also be used to facilitate FEMA's oversight of the state's performance under this grant.>

Section III: State Government Administrative Plan Financial Requirements

Application for Assistance Procedure

This section describes the procedures that must be followed by the **<recipient>** to submit an application to administer direct housing through a grant award. The **<recipient>** must submit a State-Administered Direct Housing Grant application to the Regional Administrator. FEMA will work with the **<recipient>** to approve the application or to modify it so it can be evaluated. The Administrative Plan application must include the following:

- Standard Form (SF) 424, “Application for Federal Assistance.”
- FEMA Form (FF) 20-20, “Budget Information – Non-Construction Programs.”
- Copy of approved indirect cost rate from a federal cognizant agency if indirect costs will be charged to the grant. Indirect costs will be included in the administrative costs of the grant allowed under paragraph (a) of this section.
- **<Recipient>** Disaster Housing Strategy and Administrative Plan, updated with details, costs, and timelines specific to the disaster.

Procedures for Financial Management, Accountability, and Oversight

1. **<Insert procedures for verifying by random sample that grant funds are meeting applicants' needs, are not duplicating assistance from other means, and are meeting flood insurance requirements.>**
2. **<Insert provisions for specifically identifying, in the accounts of the recipient, all recipient funds committed to each grant program.>**
3. **<Insert provisions for accounting for cash in compliance with recipient law and procedure and the Cash Management Improvement Act of 1990, as amended.>**
4. Reports
 - **<Insert procedures for preparing and submitting quarterly and final Federal Financial Reports in compliance with 2 CFR Part 200.>**
 - **<Insert procedures for preparing and submitting the PSC 272, “Federal Cash Transactions Report.”**
5. **<Insert procedures for inventory control, including a system for identifying and tracking placement of equipment purchased with grant funds or loaned by FEMA to the recipient for purposes of administering direct housing programs.>**
6. **<Insert procedures for return of funds to FEMA.>**
7. **<Insert recipient procedures for closing out federal grants.>**
8. **<Insert process for retention of records.>**
9. Pursuant to 2 CFR Part 200, uniform audit requirements apply to all grants provided under the individuals and household program.

Grants Management Oversight (Pre-Application format)

All costs must be incurred within the Period of Assistance, which is 18 months from the date of the disaster declaration. This Period of Assistance may be extended if requested in writing by the **<recipient>** and approved in writing by the AAR. The **<recipient>** must include a justification for an extension of the assistance period.

Reporting Requirements

The **<recipient>** must provide financial status reports, as required by 44 CFR Part 13.41.

The **<recipient>** must provide copies of PSC 272, “Federal Cash Transactions Report,” to FEMA. PSC 272 is required quarterly by HHS from users of its SMARTLINK service.

The **<recipient>** must provide weekly program status reports, which must include the number of program-specific units procured/leased, eligible applicants licensed in, number of recertifications, number of move-outs, and number of revocations.

Ineligible Costs

Funds provided to the **<recipient>** for the administrative costs of administering direct housing must not be used to pay regular time for **<recipient>** employees but may be used to pay overtime for those employees.

Closeout

The **<recipient>** has primary responsibility to close out the tasks approved under the grant award. In compliance with the Period of Assistance, as identified in the award, the **<recipient>** must reconcile costs and payments, resolve negative audit findings, and submit final reports within 90 days of the end of the Period of Assistance. The **<recipient>** must also provide an inventory of equipment purchased with grant funds and loaned to it by FEMA for purposes of administering a housing mission, which lists the items, dates, and costs of equipment purchased.

Document Retention

Pursuant to 2 CFR Part 200, the **<recipient>** is required to retain records, including source documentation, to support expenditures/costs incurred against the grant award for 3 years from the date of submission to FEMA of the final financial status report. The **<recipient>** is responsible for resolving questioned costs that may result from an audit conducted during the 3-year record retention period and for returning disallowed costs from ineligible activities.

APPENDIX G: SAMPLE CONDITIONS OF AWARD

This appendix outlines sample conditions of award related to the execution of a State-Administered Direct Housing Grant.

- General Program Administration Conditions
- Duplication of Benefits
- Compliance with Environmental and Historic Preservation Laws, Regulations, and Executive Orders
- Direct Temporary Housing Terms and Conditions
 - General Eligibility
 - Continued Assistance (Recertification)
 - Termination of Direct Temporary Housing Assistance
 - Direct Lease
 - Multi-Family Lease and Repair (MLR)
 - Recreational Vehicle (RV)
 - Manufactured Housing Unit (MHU)
 - TTHU Site Conditions
- Permanent Housing Construction (PHC) Terms and Conditions
 - Eligibility
 - PHC-Repair
 - PHC-New Construction

Definitions

1. **Direct Lease** – A form of direct temporary housing assistance provided by entering into lease agreements with owners of existing rental property not generally available to the public and make them directly available to eligible applicants for use as temporary housing.
2. **Direct Temporary Housing Assistance** – A Temporary Housing Unit (THU) provided directly to eligible applicants in the form of Multi-Family Lease and Repair (MLR), Direct Lease, or a Manufactured Housing Unit (MHU) or Recreational Vehicle (RV) placed temporarily on a private, commercial, or group site.
3. **Eligible Applicants** – Individuals or households determined by FEMA to be eligible for direct housing assistance under Section 408 of the Stafford Act and applicants FEMA has determined meet continuing eligibility for direct temporary housing assistance based on information and recommendations provided by the <recipient>.
4. **Manufactured Housing Unit (MHU)** – Manufactured homes constructed and installed in compliance with U.S. Department of Housing and Urban Development (HUD) standards for manufactured housing construction and installation. FEMA MHUs are available in one-, two-,

and three-bedroom models based on the size of the eligible household. FEMA has accessible MHUs that comply with UFAS.

5. Multi-Family Housing – A building that contains three or more dwelling units, with each unit providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.

6. Multi-Family Lease and Repair (MLR) – A form of direct temporary housing assistance provided by entering into lease agreements with owners of existing multi-family housing to make repairs or improvements to make these housing units available directly to eligible applicants to use as temporary housing.

7. Personally Identifiable Information (PII) – Information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Examples include name, personal address, and personal telephone number.

8. Permanent Housing Construction (PHC) – The **<recipient's>** permanent repairs to homes with significant damage. FEMA only activates this program when other solutions are not available, infeasible, or not cost effective (most often in areas outside the continental United States or in insular areas within the continental United States).

9. Recertification – The process FEMA uses to determine an occupant's continuing eligibility to remain in a temporary housing unit based on the occupant's continuing need for temporary housing and the occupant's progress toward achieving a realistic permanent housing plan.

10. Recreational Vehicle – A travel trailer or fifth wheel.

11. Transportable Temporary Housing Units (TTHU) – A readily fabricated dwelling (i.e., a Recreational Vehicle [RV] or a Manufactured Housing Unit [MHU]) provided to eligible applicants for use as temporary housing for a limited period of time.

12. Alternative Temporary Housing Unit (ATHU) – A temporary housing solution other than a Temporary Housing Unit (THU) that has been approved by FEMA as safe, habitable, and functional. The ATHU must be suitable using the following metrics: disabilities and other access and functional needs, meets HUD habitability standards, permitted for local use, incorporates climate and cultural considerations, must be temporary/removable, and code and EHP compliant.

General Program Administration Conditions

1. The **<recipient>** will ensure all direct temporary housing assistance options determined by FEMA are available to eligible applicants in all counties authorized for direct temporary housing assistance unless specifically prohibited by local laws and ordinances. The **<recipient>** will notify FEMA immediately if it does not have the legal authority to implement the FEMA authorized housing options available to disaster survivors.

2. In accepting financial assistance from FEMA, the **<recipient>** must abide by all applicable statutes, regulations, Executive orders, and policies governing the provision of FEMA's direct temporary housing assistance program, including but not limited to the following:

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §§ 5121 to 5207;
- b. 44 CFR Parts 206.110 to 206.118, "Federal Assistance to Individuals and Households";
- c. FP 104-009-03, "Individual Assistance Policy and Program Guide (IAPPG)," March 1, 2019;
- d. 44 CFR Part 9, "Floodplain Management and Protection of Wetlands";
- e. Executive Order 11990, "Protection of Wetlands," 42 FR 26961 (1977);
- f. Executive Order 11988, "Floodplain Management," 42 FR 26951 (1977);
- g. DHS Directive 023-01, Rev. 01, and Instruction Manual 023-01-001-01, Rev.01, 81 FR 56682 (2016), "Implementing the National Environmental Policy Act (NEPA), with Component Supplemental Instructions in FEMA Directive 108-1 and FEMA Instruction 108-1-1" (2016);
- h. 24 CFR Part 3280, "Manufactured Home Procedural and Enforcement Regulations"; and
- i. The Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a.

3. FEMA is responsible for making all applicant eligibility determinations for direct temporary housing and if authorized PHC to include the specific direct temporary housing or PHC solution for each applicant under Section 408 of the Stafford Act.

- a. The **<recipient>** will provide notification to the applicant in writing of its approval for direct temporary housing assistance or PHC. Based on the casework being performed by the recipient, the **<recipient>** may request changes to the eligibility determined by FEMA or the specific option recommended by FEMA.
- b. FEMA will review such requests and make the appropriate determination based on policy and the factual circumstances. FEMA will then provide the **<recipient>** with the final eligibility decision or an alternative recommended form of assistance. FEMA will retain determinations in the National Emergency Management Information System (NEMIS) and provide eligibility determinations to the recipient.
- c. The **<recipient>** will be responsible for working with the applicant to implement or update the direct temporary housing option, with approval from FEMA.

4. FEMA will provide the **<recipient>** with a list of applicants at least twice weekly via an approved template specified in the recipient's Administrative Plan. The following information will be provided:

- a. Applicant's registration identification (Reg ID) number;
- b. Primary and co-applicant's first and last name;
- c. Primary and co-applicant's current mailing address and telephone number and all reasonable accommodations to ensure effective communication;
- d. Primary and co-applicant's pre-disaster residence address;
- e. The number of bedrooms required;

- f. Initial approved type of direct temporary housing assistance;
 - g. Specific information on members of the household with a disability or other access and functional need, including all modifications or reasonable accommodations required; and
 - h. Types of insurance coverage identified, status of insurance claims, and benefits disbursed.
5. The **<recipient>** must provide data at least [insert timeframe] through secure means as specified in the recipient's Administrative Plan. Upon **<recipient's>** determination of location of housing solution and completed site inspection, FEMA will provide floodplain mapping determination of whether proposed location resides in a special flood hazard area, floodway, or V-zone. The data set and frequency are also required in order to provide FEMA with visibility of housing progress and to prevent duplication of benefits with other housing and sheltering programs.
6. The **<recipient>** must develop policy and guidelines for monthly preventative maintenance and all pertinent repairs to be conducted for all forms of FEMA-authorized direct temporary housing assistance.
7. Direct temporary housing assistance is limited to 18 months following the date of the disaster declaration. The Period of Assistance for this disaster began on [insert program start date] and will end on [insert program end date]. Per the terms of the FEMA-State Agreement (FSA) and at the recipient's written request, FEMA may extend the Period of Assistance if FEMA's AAR determines that because of extraordinary circumstances an extension would be in the public interest.
8. The **<recipient>** must work with applicants to establish and collect information regularly on the applicants' progress toward completing permanent housing plans to transition them from direct temporary housing assistance in anticipation of the program's termination. Based on this information, FEMA will make continued eligibility determinations or notify the **<recipient>** if additional information is required. The **<recipient>** will begin to coordinate with FEMA on the end of program or potential need for an extension not later than 90 days prior to the [insert Period of Assistance end date].
9. FEMA will monitor the **<recipient>** based on the following established performance standards:
- a. The **<recipient>** will make initial contact with an applicant within [insert number] days of the referral from FEMA.
 - b. The **<recipient>** will inform FEMA within [insert number] of days of contact with the applicant of all required changes to FEMA's initial eligibility determination or housing solution.
 - c. FEMA will approve all recommended changes to the eligibility determination or housing solution within [insert number] of days of receiving the change request from the recipient.
 - d. The **<recipient>** will ensure an applicant approved for direct lease will be provided temporary housing within [insert number] days of FEMA approval of the final housing solution for each applicant.

- e. The **<recipient>** will identify, assess, and submit recommended MLR properties to FEMA within [insert number] days of awarding of the grant, unless extended by FEMA.
- f. The **<recipient>** will ensure an applicant approved for an MLR unit will be provided temporary housing within [insert number] days of FEMA approval of the final housing solution for each applicant.
- g. On commercial park locations or private sites, upon completion and approval of the Environmental Planning and Historic Preservation (EHP) review by FEMA, the **<recipient>** within [insert number] days of receipt will place and make ready for occupancy (RFO) the RV or MHU. The **<recipient>** must license-in an applicant within [insert number] days of a unit RFO.
- h. The **<recipient>** will ensure an applicant provided with PHC in the form of repairs will have all repairs completed within [insert number] days from start of repair work for each applicant. All repairs must be completed within the 18-month Period of Assistance.
- i. The **<recipient>** will begin to conduct continued assistance verifications within [insert number] days of providing the applicant with temporary housing for submission to FEMA.

Duplication of Benefits

1. A Duplication of Benefit (DOB) may occur when an insured direct temporary housing occupant receives Additional Living Expense (ALE) or Loss of Use (LOU) insurance benefits that cover the cost of renting alternative housing. The **<recipient>** will immediately notify FEMA of a duplication of benefits for an applicant.
 - a. When FEMA identifies a DOB with ALE or LOU while making an eligibility determination, FEMA will initiate steps to collect the ALE or LOU benefits for housing costs.
 - b. FEMA will base the amount of the monthly payment on the ALE or LOU amount not to exceed the Fair Market Rent (FMR) rate established by the U.S. Department of Housing and Urban Development (HUD) for the size (number of bedrooms) and location of the housing unit.
 - c. FEMA will only collect payments until the total amount of the ALE or LOU insurance has been exhausted or the occupant vacates the direct THU, whichever is first.
 - d. The **<recipient>** will inform FEMA when an applicant with ALE is placed in and vacates a direct temporary housing assistance option.
2. DOB between PHC and FEMA financial assistance for home repair or replacement: FEMA will work with applicants determined eligible for PHC who choose to receive PHC to provide documentation of the use of all previously provided FEMA financial assistance for repair or replacement and return all unused, previously provided financial housing assistance for repair or replacement to FEMA. Refer to “Permanent Housing Construction – Repairs: Terms and Conditions, Eligibility Conditions,” paragraph 8 for additional information.

3. DOB between PHC and insurance: A DOB may occur if an applicant has insurance coverage to cover the disaster-caused damage. The **<recipient>** will inform the applicant that the applicant is required to report insurance and may be subject to recoupment if benefits are duplicated. If it is determined that the applicant has insurance coverage, FEMA will determine that the applicant is ineligible for assistance. If the **<recipient>** becomes aware an applicant has insurance coverage, the **<recipient>** will inform FEMA and FEMA will determine that the applicant is ineligible for assistance. If the applicant receives PHC in error, the applicant must agree to repay FEMA from insurance proceeds or from another source an amount equivalent to the value of the assistance provided. In no event must the amount repaid to FEMA exceed the amount that the applicant recovers from insurance or another source.
4. Right of recoupment: The **<recipient>** agrees that FEMA may seek recoupment from applicants, the recipient, or other parties to this agreement.
5. Applicants participating in PHC will receive written correspondence from FEMA providing them notice of potential DOB and recoupment.

Compliance with Environmental and Historic Preservation Laws, Regulations, and Executive Orders

1. FEMA is responsible for compliance with a number of environmental and historic preservation laws and Executive orders. These responsibilities cannot be delegated to the recipient.
2. The **<recipient>** must provide FEMA site-specific information for FEMA to be able to analyze potential effects on environmental and historic preservation resources. These notifications must be provided to FEMA prior to performing work that triggers an environmental or historical preservation compliance requirement. Once this information is received, FEMA will notify the **<recipient>** when its analysis is complete and provide all site-specific requirements/mitigation and authorization to proceed. More detailed information on the specific information FEMA requires is provided in the SADHGG and the FEMA-provided EHP matrix.
3. A direct temporary housing solution must be completed in accordance and in coordination with local floodplain administrators, and all local permits will be obtained.
4. The best available information, as determined by FEMA, will be used for SFHA determinations for direct temporary housing solutions.

Direct Temporary Housing Terms and Conditions

General Eligibility Conditions

All eligibility determinations by FEMA for direct temporary housing assistance and continued direct temporary housing assistance will be made by FEMA in accordance with the Stafford Act, implementing regulations, and the IAPPG.

Continued Direct Temporary Housing Assistance Conditions (Recertification)

1. The <recipient> will regularly monitor the progress that direct temporary housing occupants are making toward obtaining and occupying permanent housing within the 18-month Period of Assistance, based on the conditions outlined by FEMA's regulations at 44 CFR Part 206.117(b)(1)(ii)(G) and the IAPPG. Applicants may only remain eligible for direct temporary housing if they have not achieved their established permanent housing plan through no fault of their own. Applicants must continue to show progress toward achieving their permanent housing plan.
2. Based on regular meetings with applicants, the <recipient> will provide FEMA with a recommendation for continued direct temporary housing assistance to individuals and households based on these conditions until the end of the Period of Assistance [insert date]. This information will be provided by the <recipient> to FEMA monthly for each applicant. The <recipient> will increase the amount of times it meets with applicants closer to the end of program.
3. FEMA will make the final determination on an applicant's eligibility for continued direct temporary housing assistance. The <recipient> may provide a recommendation to FEMA regarding continued eligibility for housing assistance. FEMA will notify the applicant in writing.

Termination of Direct Temporary Housing Assistance Conditions

1. The <recipient> may recommend to FEMA to terminate an occupant's direct temporary housing assistance for a reason not prohibited by the Stafford Act, FEMA's regulations at 44 CFR Part 206.117(b)(1)(ii)(G), or IAPPG.
2. FEMA will inform the <recipient> of final termination decisions within 10 days and appeal decisions within 30 days.
3. FEMA will maintain responsibility to inform the applicant of a termination decision in writing. FEMA will provide the <recipient> with copies of all termination notices to ensure the <recipient> has record of the documentation. The <recipient> will work with the applicant to vacate the housing unit within the specified timeframe articulated in the written notice.
4. The <recipient> must utilize FEMA templates to notify the applicant of all appeal decisions and provide FEMA with appeal decision letters within 7 days of the date issued to ensure FEMA is able to record these documents in NEMIS.

Direct Lease Conditions

1. The <recipient> may lease directly or by procuring property management support services to enter into lease agreements with owners of existing residential property not typically available to the general public for use as temporary housing for eligible individuals and households. The <recipient> will seek and receive approval from FEMA regarding the rates charged by property management companies before executing contracts for this purpose.
2. The recipient or property management vendors performing services on the recipient's behalf may lease properties that provide complete and independent living facilities

for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation. All utilities, appliances, and other furnishings must be functional.

3. The **<recipient>** must evaluate properties according to the following factors:
 - a. The **<recipient>** must lease properties with per-unit rent at amounts established by FEMA based on [insert approved percentage; use 200 percent unless a higher amount has been approved by the AAR] fair market rent (FMR) established by HUD.
 - i. If the **<recipient>** is unable to obtain sufficient rental resources, the **<recipient>** must conduct an analysis of prevailing market rates and request an increase from FEMA.
 - ii. FEMA must approve an increase to the authorized costs for direct lease before the **<recipient>** may acquire properties with monthly costs greater than [insert approved percentage] of the HUD FMR.
 - b. Landlord's demonstrated ability to manage and provide maintenance services.
 - c. Proximity to community and wrap-around services, such as accessible public transportation, schools, fire and emergency services, grocery stores, health care services, etc.
 - d. When selecting available properties, the **<recipient>** may prioritize properties that are already accessible, include accessibility features, or can be easily made accessible and are in proximity to accessible public transportation.
4. The estimated monthly cost per unit is up to [insert approved amount] unless adjusted and approved by FEMA. The **<recipient>** can also provide 1 month's cost for a security deposit for each unit. Damages beyond this amount are the responsibility of the occupant.
5. Within [insert number] days of lease agreement, the **<recipient>** must provide FEMA the following documentation:
 - a. A copy of the inspection record confirming the property complies with HQS;
 - b. A copy of the lease contract specifying the monthly rent rates;
 - c. A copy of the lease agreement signed between the applicant and the property and the applicant and the recipient for each applicant;
 - d. A copy of the property rules and regulations signed by the applicant, if separate from the lease; and
 - e. A copy of the temporary housing agreement signed by the applicant.

Multi-Family Lease and Repair (MLR) Conditions

1. The **<recipient>** may enter into lease agreements directly or by procuring property management support services to enter into lease agreements and make repairs or improvements to existing multi-family housing units located in individual assistance-designated counties in order to provide temporary housing to eligible applicants. The **<recipient>** may, at its discretion, provide repairs by including the repairs in the lease agreement with the property owner or may contract with a third party to perform the repairs.

2. Per the Stafford Act, under the terms of a lease agreement for a property entered into under MLR, the value of the improvements or repairs must be deducted from the value of the lease agreement and may not exceed the value of the lease. To determine the cost effectiveness of the potential MLR property, the **<recipient>** will deduct the estimated cost of repairs and improvements from the value of the lease, as follows:
 - a. The **<recipient>** will determine the estimated cost of repairs or improvements by performing an independent cost estimate for the necessary repairs and improvements or receive an estimated cost for repairs and improvements from the building contractor.
 - b. The **<recipient>** will determine the value of the lease agreement by multiplying the monthly FMR by the number of units and then multiplying the number of months remaining between the date the repairs are completed and the end of the 18-month Period of Assistance, which is [insert end of program date].
 - c. The estimated total cost per unit must not exceed \$40,000, unless adjusted and approved by the AAR. If the cost estimate exceeds this amount, then the cost estimate, to include itemized costs and the inspection, can be provided to FEMA to further evaluate the property.
3. MLR properties require FEMA approval before the **<recipient>** may enter into a lease agreement or contract with the property owner. Within [insert number] business days, FEMA will review the information provided by the **<recipient>** and provide a decision or notify the **<recipient>** that further EHP review is required.
4. The **<recipient>** must provide the following documentation to FEMA prior to leasing a property for temporary housing:
 - a. Property inspection report;
 - b. Itemized repair cost estimate;
 - c. The **<recipient's>** or local government's valuation of the lease, including methodology used; and
 - d. Copy of the tenant lease and application requirements.
5. Within [insert number] days of completion of repairs and improvements, the **<recipient>** must provide FEMA the following documentation:
 - a. A copy of the executed lease agreement and repair contracts, specifying the expenditures for repairs, rent, property management, and maintenance;
 - b. Paid invoices documenting the expenses incurred for repairs and improvements;
 - c. A copy of the occupancy certificate issued by the local government; and
 - d. A copy of the lease agreement signed between the applicant and the property and the applicant and the recipient, for each applicant.
6. All repairs must be made in a manner consistent with current local building codes, standards, and permitting, including flood plain permits, inspection requirements, and all applicable EHP laws, regulations, and Executive orders. Items will be repaired when feasible but may be replaced when cost effective to the U.S. Government or

when necessary to ensure the health and safety of the occupant. The <recipient> will be responsible for obtaining local permits but can delegate this responsibility.

RV Conditions

1. The <recipient> must procure, haul, and install RVs.
2. All RVs must be certified to comply with the Recreation Vehicle Industry Association (RVIA) standards applicable at the time the RV was manufactured.
3. The <recipient> will notify FEMA of an applicant with previously unknown access and functional needs within [insert number] days so FEMA may review and identify the appropriate housing solution.
4. All RVs the <recipient> procures must be certified compliant with the Toxic Substances Control Act (TSCA), Title VI, requirements for formaldehyde emissions from composite wood products found in RVs.
5. The estimated cost per unit is up to [insert approved amount] unless adjusted and approved by FEMA. This cost includes procurement, hauling and installing the unit, and all preventative maintenance, necessary repairs, and deactivation costs.
6. The <recipient> must provide on a [insert timeframe] basis the following documentation for RVs procured for use as temporary housing:
 - a. A copy of the purchase order and bill of sale, and
 - b. A copy of the Certificate of Origin (COO).

MHU Conditions

1. The <recipient> must procure, haul, and install MHUs.
2. FEMA will identify the number of bedrooms in the MHU needed to accommodate the applicant's household composition, based on information recorded during the time of registration and the FEMA inspection. Changes to number of bedrooms provided must be approved by FEMA.
3. Units must comply with 24 CFR Part 3280, "Manufactured Home Construction and Safety Standards" ("HUD code").
4. MHUs procured by the <recipient> will be accountable federal property under the FEMA Personal Property Manual 119-7-1. The <recipient> will dispose of MHUs procured under this agreement following applicable federal regulation.
5. The estimated cost per unit is up to [insert HQ IA approved amount], unless adjusted and approved by FEMA.
 - a. This cost includes procurement, hauling and installing the unit, and all preventative maintenance, necessary repairs, and deactivation costs.
 - b. FEMA may approve an increase to the cap up to 25 percent for access and functional needs-related costs.
6. FEMA will make UFAS MHUs available to the <recipient> to provide for an eligible applicant with a disability or other access and functional needs. UFAS MHUs must be installed with a functioning tank and pump system prior to occupancy. UFAS MHUs made available by FEMA will be accountable federal property under the FEMA

Personal Property Manual 119-7-1. The **<recipient>** will return UFAS MHUs procured under this agreement to FEMA for disposal.

7. A FEMA-sourced MHU provided for an eligible applicant must be installed with a functioning tank and pump system that is to be installed by qualified trained vendors. FEMA will offer training to **<recipient>** identified staff if necessary or requested. This requirement for the installation of a tank and pump system does not apply to a recipient-sourced MHU provided to an eligible applicant.
8. The **<recipient>** must provide on a [insert timeframe] basis the following documentation for MHUs procured for use as temporary housing:
 - a. A copy of purchase order and bill of sale, and
 - b. A Manufacturer's Certificate of Origin (MCO).
9. The **<recipient>** will utilize [insert number] FEMA-sourced MHUs, as determined by FEMA. The **<recipient>** will use grant funds to purchase the FEMA-sourced MHUs.

TTHU Site Conditions

1. The **<recipient>** may provide TTHUs to eligible applicants and place them on private and commercial sites.
 - a. The estimated monthly cost per commercial pad lease is up to [insert FEMA HQ IA approved amount], unless adjusted and approved by FEMA.
2. Placement of TTHUs as post-disaster temporary housing in an SFHA/1-percent annual chance year floodplain must comply with 44 CFR Part 9, "FEMA Instruction 108-1-1, Instruction on the Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements," and the abbreviated decision-making process under 44 CFR Part 9.13 when considering placement of TTHUs on private and commercial sites in a floodplain. If FEMA determines that placement is allowed within the SFHA, the following conditions apply to all TTHU placements:
 - a. The **<recipient>** will confer with all jurisdictions prior to placement of all units to determine all local requirements/permitting. A FEMA-funded direct temporary housing solution must require approval/permitting from the local floodplain administrator and other jurisdictional authorities, as appropriate, including but not limited to homeowner associations, emergency management, building inspectors, etc.
 - b. Pursuant to 44 CFR Part 9.13 (d)(2), no RVs, MHUs, or other readily fabricated dwellings can be placed within a regulatory floodway or coastal high-hazard area, even under the abbreviated decision-making process. FEMA may not provide Direct Temporary Housing assistance within a Coastal Barrier Resources Act (CBRA) System Unit.
 - c. In accordance with 44 CFR Part 9.13(d)(4)(i), RVs and MHUs placed on a private or commercial site in an SFHA must be elevated to the fullest extent practicable up to the base flood level and adequately anchored.
 - i. FEMA in coordination with the **<recipient>** must evaluate RV and MHU placement sites individually and make a determination regarding the

- suitability of a site for RV or MHU placement based on the best available flood hazard information for that site.
- d. MHUs and RVs will only be placed in the SFHA if no other housing options are available. In order to reduce the risk of loss of life by occupants, RVs will be placed in the SFHA only where base flood depths are sufficiently shallow to allow for timely and safe evacuation from the RV on foot. RVs cannot be elevated to the extent MHUs can; thus, RVs placed in SFHAs must be placed at a site that will allow sufficient warning and evacuation time in the event of a flood.
 - e. MHUs and RVs placed in the SFHA will be adequately anchored. FEMA and the **<recipient>** will adhere to 44 CFR Part 9.
 - f. Prior to placement, the **<recipient>** must provide to FEMA for each potential RV and MHU installation location a completed request for site inspection report (FEMA Form 010-0-9), to include latitude and longitude of the proposed location. FEMA will use best available information to determine if placement is within or outside of an SFHA.
- 3. Placement of MHUs or other readily fabricated dwellings must be in accordance and compliance with **<recipient>** manufactured housing regulations.
 - 4. Repairs to commercial sites must be limited to reasonable and cost-effective repairs or improvements necessary to make the site functional (such as an electrical service upgrade), including those necessary to meet reasonable accommodations for people with disabilities.
 - 5. The estimated cost per pad improvement is up to [insert amount], unless adjusted and approved by FEMA.
 - 6. Prior to building a TTHU group site, the **<recipient>** must request and receive approval from FEMA.
 - a. The development of a TTHU group site(s) is authorized only when the placement of MHUs on private sites is not feasible and the use of existing commercial sites is not available.
 - b. The **<recipient>** will identify and prioritize sites in coordination with local government at no cost before leasing a site from a private party.
 - c. When considering potential group sites, the **<recipient>** must coordinate with FEMA's Office of Environmental Planning and Historic Preservation (OEHP).
 - d. FEMA must provide EHP approval prior to a TTHU placement, site lease, commercial park lease, or construction activity.

Permanent Housing Construction - Repairs: Terms and Conditions

Eligibility Conditions

- 1. Applicants may be determined eligible for PHC assistance by FEMA after FEMA has approved PHC because no alternative housing resources are available and all other forms of temporary housing are not available, feasible, or cost effective.

2. PHC assistance must include direct repairs provided to eligible homeowners' pre-disaster primary residences. FEMA will determine eligible repair items if PHC-Repairs are approved.
3. Prior to providing PHC-Repair assistance, the <recipient> must conduct a feasibility assessment and submit the results to FEMA within [insert number] days. FEMA will determine if the repairs to the applicant's residence meet the following PHC-Repair conditions:
 - a. The repairs are estimated to be completed within [insert number] days or less from the start of the repair work.
 - b. The damages are less than 50 percent of the market value prior to the disaster.
 - c. The estimated labor and materials costs are up to [insert amount] unless adjusted and approved by FEMA. FEMA generally will not approve a total price that exceeds this amount.
4. PHC-repair is not authorized for an applicant when the <recipient> identifies the following:
 - a. The home requires repairs to structural elements (e.g., foundation or frame) or other items requiring architectural or engineering services;
 - b. The home requiring repairs with estimated costs that exceed 50 percent of the market value of the structure before the damage occurred;
 - c. The home is determined by FEMA to be "repetitive loss or severe repetitive loss," as identified by the National Flood Insurance Program, and the cost to be brought into compliance with the local floodplain exceeds the maximum allowable costs for PHC-repair;
 - d. All insurance coverage or benefits not previously identified by FEMA; and
 - e. The applicant receives funds for a real property loan disbursed by the Small Business Administration.
5. FEMA will coordinate with the <recipient> to review inspections, cost estimates, and scope of the repair work for individual properties to ensure they are feasible to repair within these conditions.
6. A home located within an SFHA must not be considered for PHC-Repair unless repairs can be provided in accordance with applicable federal and local laws, regulations, and ordinances within the PHC cost limits.
7. The <recipient> will notify the applicant of PHC eligibility determination within [insert number] days of receipt from FEMA. The applicant will have [insert number] days to respond to the <recipient> with the choice of either to do the following:
 - a. Receive PHC, provide documentation of the use of all previously FEMA-provided financial housing assistance for repair, and return all unused, previously provided financial housing assistance for repair or replacement to FEMA.
 - b. Receive direct temporary housing assistance, if available, and keep all financial housing assistance for repair or replacement that FEMA previously provided.

- c. The **<recipient>** must notify FEMA within [insert number] days of the applicant's decision.
- 8. Individuals who choose to participate in PHC and have received repair or replacement assistance from FEMA must return funding determined to be a duplication of benefit.
 - a. Applicants will be afforded the opportunity by FEMA to repay the amount or provide receipts demonstrating the funds were appropriately used.
 - b. All funding spent toward eligible repair and replacement items will not need to be returned. Eligible items must have been identified as in need of repair during the applicant's FEMA inspection.
 - c. Applicants who choose to receive PHC but do not return all the funds determined to be a duplication of benefit with PHC will be placed in recoupment. At that time, applicants may work with the FEMA Finance Center to identify a payment plan. Ultimately, all applicants with unreturned funds will have their debt transferred to the U.S. Department of the Treasury and will be responsible for additional penalties and fees related to their debt.
- 9. Eligible applicants who choose to receive PHC assistance because of flood-caused damages acknowledge and agree to of the following terms and conditions, which FEMA will provide to the applicant:
 - a. The applicant agrees to participate in the **<recipient>** program, including right of entry.
 - b. The applicant agrees to obtain and maintain flood insurance coverage on the home for at least the value of the repairs if the home is located in an SFHA. FEMA will not contribute to the cost of flood insurance premiums.
 - c. The applicant agrees that the applicant does not have or has not received insurance or proceeds from another party for the applicant's disaster-caused real property losses.
 - d. An applicant's decision to accept or decline PHC must be considered final. FEMA will not re-consider an applicant for direct temporary housing assistance or PHC after the applicant has declined either form of assistance. Applicants who accept PHC will not be considered for additional FEMA housing assistance, including financial temporary housing assistance.
- 10. The **<recipient>** and FEMA agree that applicants for PHC-Repair should not include those applicants whose properties may reasonably be considered for elevation or a buy-out in the near future. The **<recipient>** and FEMA will work together to ensure applicants eligible for PHC-Repair are reviewed for potential future mitigation, elevation, or home buy-out programs and, to the maximum extent possible, minimize PHC-Repair approval for those applicants.
- 11. The **<recipient>** and FEMA's responsibility to provide direct temporary housing assistance to the applicant ends once the completed PHC-Repairs are accepted by the applicant.

PHC-Repair Conditions

1. Under PHC, the <recipient> will not repair or replace items eligible under other needs assistance for personal property, such as furnishings and appliances.
2. PHC-Repairs are limited to real property components eligible under FEMA housing assistance that were damaged by the disaster and functional before the declared incident. A list of specific line items must be approved FEMA prior to the start of PHC-Repairs. The <recipient> must only perform repairs necessary to restore the pre-disaster residence to a habitable condition. The completed repairs must ensure the pre-disaster residence is restored to a safe, sanitary, and functional condition.
3. All repairs must be made in a manner consistent with current local building codes, standards, or minimal acceptable construction industry standards by the area, permitting, inspection requirements, and all applicable Environmental Planning and Historic Preservation (EHP) laws, regulations, and Executive orders. Items will be repaired when feasible but may be replaced when cost effective to the U.S. Government or when necessary to ensure the health and safety of the occupant. The <recipient> will be responsible for obtaining local permits but can delegate this authority.
4. Repairs must be made using materials of average quality used in new construction, in accordance with 44 CFR Part 206.117(b)(4)(iii) and taking into account the accessibility needs of the occupant.
5. Repairs to accessibility features and accessible routes will be guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD design details for accessible disaster relief housing.
6. The <recipient> must provide to FEMA the following documentation within 5 days of completing PHC-Repairs for an applicant:
 - a. Completed property inspection report;
 - b. Itemized repair cost estimate;
 - c. Executed repair contract or work order, including itemized list of repairs performed; and
 - d. A copy of the occupancy certificate issued by the local government.

APPENDIX H: RELATED FORMS, RESOURCES, AND AGREEMENTS

This appendix provides descriptions of necessary forms, resources, and agreements that the recipient will require to execute the State-Administered Direct Housing Grant. All of these documents will be available by contacting the Recipient's regional point of contact.

Table 14 provides the attachment letter, name, and description of all attachments to the SADHGG.

Table 14: Description of SADHGG Attachments

Attachment	Name	Description
A	Required Data Fields	This attachment shows the data fields the recipient will be required to capture.
B	FEMA and State Organizational Crosswalk	This table outlines key FEMA officials and their duties in administering direct housing grants, as well as provides space for the recipient to enter the corresponding official responsible for carrying out those duties while executing a State-Administered Direct Housing Grant.
C	Tasks and Deliverables	This table provides the necessary tasks, responsible party, and expected timeframe for all housing options during a state-administered direct housing mission.
D	Housing Program Cost Caps	This table provides space to enter maximum cost amounts for different elements of each housing option.
E	Closeout Checklist	This checklist serves as a reference for the required documentation for direct housing closeout.
F	MLR Contract Terms and Conditions	This document details the contractual terms and requirements for MLR to acquire rental units.
G	MLR Occupant Lease Agreement	This template is the contract between the recipient/FEMA and the owner for an MLR unit.
H	MLR Lease Addendum	This document lists additional requirements that the occupant must agree to as part of the MLR lease agreement.
I	Direct Lease Temporary Housing Agreement	This form serves as an occupancy agreement for applicants in the direct lease program.
J	Information Sharing Access Agreement (ISAA)	This template provides details on the format and content of the ISAA. It will be modified based on the specific context of the disaster and recipient.

Table 15 contains descriptions of direct housing forms necessary to administer a housing mission.

Table 15: Housing Forms for State-Administered Direct Housing

Form	Description
RFO Status	This checklist is used to certify that an MHU is ready for occupancy.
MHU Work Order	This form is used to obtain necessary landowner consent to inspect, site, place, maintain, deactivate, and/or remove temporary housing units.
MHU Installation Work Order	This form is used to obtain necessary landowner consent to inspect, site, place, maintain, deactivate, and/or remove temporary housing units.
MHU Depreciation Calendar	This form details the depreciation rate for an occupied MHU.
MHU Inspection Report	This form will be filled out by a site Inspector to determine the condition of an MHU.
Unit Pad Requirements – Information Checklist	This checklist provides IA applicants with the requirements to occupy a TTHU.
Recertification	This form outlines the requirements for IA applicants to occupy a THU and for final sales of the unit.
MHU Revocable License	This form is used to determine eligibility for an MHU revocable license.
MHU Revocable License (Spanish)	This form is used to determine eligibility for an MHU revocable license and is directed to applicants who are Spanish speakers.
Landowner's Authorization Ingress-Egress Agreement	This form obtains the landowner's consent for site inspection, maintenance, and deactivation of a TTHU.
Site Inspection Request	This form must be signed by the landowner to consent to site inspection of a TTHU.

ATTACHMENT A: REQUIRED DATA FIELDS

Site Map/Inspection Private

1. Rgsn ID
2. Flood Zone
3. Site Inspection Status Change for Flood Zone A (explanation)
4. Site Inspection Status Change for Flood Zone N (explanation)
5. Site Inspection Status Change for Flood Zone V (explanation)
6. Site Inspection Status Change for Flood Zone W (explanation)
7. Issued Date
8. Inspection Status
9. Inspection Status Date
10. Inspector Name
11. Approval Status
12. Approval Date
13. Address Lat Coordinate
14. Address Long Coordinate

Site Map/Inspection Non-Private (mapping and inspection completed in Site Admin)

15. PadLot#
16. Address Lat Coordinate
17. Address Long Coordinate

Site Map/Inspection Non-Private (Mapping and Inspection NOT completed in Site Admin)

18. Approval Date
19. Approval Status
20. Flood Zone
21. Inspection Status
22. Inspection Status Date
23. Inspector Name
24. Issued Date
25. Address Lat Coordinate
26. Address Long Coordinate

Site Admin Group Site Preplaced

27. Alternative Units
28. Approval Date
29. Approval Status
30. County
31. Inspection Status
32. Inspection Status Date
33. Inspector Name
34. Issued Date
35. Padlot Type
36. Preplaced Site
37. Site Capacity

- 38. Site Name
- 39. Site Status
- 40. Site Type
- 41. State

Site Admin: Alternative Group Preplaced (Make RFO, with no unit inspection)

- 42. # of Bedrooms
- 43. Alternative Units
- 44. Furnished
- 45. RFO Date
- 46. Unit #
- 47. Unit Status
- 48. Unit Type

Site Admin Commercial, Preplaced

- 49. Alternative Units
- 50. Approval Date
- 51. Approval Status
- 52. County
- 53. Flood Zone
- 54. Inspection Status
- 55. Inspection Status Date
- 56. Inspector Name
- 57. Issued Date
- 58. Padlot Type
- 59. PadLot#
- 60. Preplaced Site
- 61. Site Capacity
- 62. Site Name
- 63. Site Status
- 64. Site Type
- 65. State

Site Admin Staging Site

- 66. Barcode
- 67. VIN

Preplaced Work Order Required Fields: Installation Work Order Request > Staging > Work Order Results

- 68. Address
- 69. Approval Date
- 70. Approval Status
- 71. Bedrooms Requested
- 72. Contractor
- 73. Contractor Signature Date
- 74. COR/Project Officer
- 75. COR/Project Officer Signature Date

- 76. Dispatch Date
- 77. Dispatch Date
- 78. Electric Complete Date
- 79. Haul/Install Date
- 80. Inspection Status
- 81. Issued By
- 82. Issued Date
- 83. Made Ready Date
- 84. Quantity
- 85. Ready for Electric Date
- 86. Ready for Sewage Date
- 87. Ready for Water Date
- 88. RFO Date
- 89. RFO Package Sent to FEMA Date
- 90. Sewage Complete Date
- 91. Site Inspector/Technical Monitor
- 92. Site Inspector/Technical Monitor Signature Date
- 93. Source Site Name
- 94. Source Site Type
- 95. Unit
- 96. Unit Inspected On-Site Date
- 97. Unit Source Site Type
- 98. Unit Source Site Name/Address
- 99. Unit Type Requested
- 100. Water Complete Date
- 101. Work Order #
- 102. Work Order Assigned By
- 103. Work Order Assigned Date
- 104. Work Order Status
- 105. Work Order Type

Private Sites Required Fields: Installation Work Order Request > Staging > Work Order Results

- 106. Address
- 107. Destination Address
- 108. Approval Date
- 109. Approval Status
- 110. Bedrooms Requested
- 111. Contractor
- 112. Contractor Signature Date
- 113. COR/Project Officer
- 114. COR/Project Officer Signature Date
- 115. Dispatch Date
- 116. Electric Complete Date
- 117. Haul/Install Date
- 118. Inspection Status

- 119. Issued By
- 120. Issued Date
- 121. Made Ready Date
- 122. Phone
- 123. Ready for Electric Date
- 124. Ready for Sewage Date
- 125. Ready for Water Date
- 126. RFO Date
- 127. RFO Package Sent to FEMA Date
- 128. Sewage Complete Date
- 129. Site Inspector/Technical Monitor
- 130. Site Inspector/Technical Monitor Signature Date
- 131. Site Type
- 132. Source Site Name
- 133. Source Site Type
- 134. Unit
- 135. Unit Inspected On-Site Date
- 136. Unit Source Site Type
- 137. Unit Source Site Name/Address
- 138. Unit Type Requested
- 139. Water Complete Date
- 140. Work Order #
- 141. Work Order Assigned By
- 142. Work Order Assigned Date
- 143. Work Order Status
- 144. Work Order Type

Site Admin Commercial, Non-Replaced

- 145. Alternative Units
- 146. Approval Date
- 147. Approval Status
- 148. County
- 149. Flood Zone
- 150. Inspection Status
- 151. Inspection Status Date
- 152. Inspector Name
- 153. Issued Date

Non-Private, Non-Replaced Required Fields: Installation Work Order Request > Staging > Installation Work Order Results

- 154. Address
- 155. Approval Date
- 156. Approval Status
- 157. Bedrooms Requested
- 158. Contact Name
- 159. Contractor
- 160. Contractor Signature Date

- 161. COR/Project Officer
- 162. COR/Project Officer Signature Date
- 163. Dispatch Date
- 164. Dispatch Date
- 165. Electric Complete Date
- 166. Haul/Install Date
- 167. Inspection Status
- 168. Issued By
- 169. Issued Date
- 170. Made Ready Date
- 171. PadLot#
- 172. Phone
- 173. Ready for Electric Date
- 174. Ready for Sewage Date
- 175. Ready for Water Date
- 176. RFO Date
- 177. RFO Package Sent to FEMA Date
- 178. Sewage Complete Date
- 179. Site Inspector/Technical Monitor
- 180. Site Inspector/Technical Monitor Signature Date
- 181. Site Type
- 182. Unit
- 183. Unit Inspected On-Site Date
- 184. Unit Source Site Type
- 185. Unit Source Site Name/Address
- 186. Unit Type Requested
- 187. Water Complete Date
- 188. Work Order #
- 189. Work Order Assigned By
- 190. Work Order Assigned Date
- 191. Work Order Status
- 192. Work Order Type

HOMES Unit Assignment Process

- 193. Applicant Notification Date
- 194. Applicant Unit Acceptance Date
- 195. Approval Date
- 196. Approval Status
- 197. Assigned By
- 198. Assigned Date
- 199. FEMA Representative
- 200. Issued By
- 201. Issued Date
- 202. Move In Date
- 203. Site/Unit Acceptable
- 204. Unit Assigned By
- 205. Accepted Date

HOMES Recertification Admin / Recertification Process

- 206. Rgsn ID
- 207. Recert Sequence Number
- 208. From Date
- 209. To Date
- 210. Vacate Date
- 211. Current Housing Plan Code

ATTACHMENT B: FEMA AND STATE ORGANIZATIONAL CROSSWALK

Table 17 shows the FEMA and State organizational crosswalk.

Table 16: FEMA and State Organizational Crosswalk

FEMA Position Title/Name	Duties	Corresponding State Official Title/Name
Deputy Individual Assistance Branch Director Direct Housing	<ul style="list-style-type: none"> • Reports to the IABD on the current processes and procedures being implemented for direct housing assistance. • Coordinates with External Support Branch on the requirements and execution of the Direct Housing Mission. • Responsible for the implementation and management of the Direct Lease, MLR, and PHC-Repair • Coordinates the Direct Temporary Housing Assistance program from setup, implementation and closeout. • Coordinates with the National Processing Servicing Center (NPSC) on disaster-specific setup for HOMES/NEMIS • Coordinates with the NPSC to determine applicant eligibility for Direct Housing, identify the appropriate form of Direct Housing for each applicant. • Oversees and approves continued assistance eligibility determinations (recertification). • Oversees and approves direct housing eligibility terminations (in coordination with counsel) • Identifies and supervises the direct housing staff needed to transition from recertification to close out. 	
External Support Branch Director Direct Housing	<ul style="list-style-type: none"> • Advises the Direct Housing organizational elements regarding the laws, regulations, and policies that govern logistical support of Direct Housing missions. • Coordinates with the IABD to ensure that Direct Housing needs are communicated. • Determines initial staging requirements in coordination with section chiefs, branch directors, and state partners, structures and sustains staging area operations, and assigns tasks to the Staging Area Group Supervisor and Facilities Manager to address staging area issues. • Supervises all external facilities that serve a support function and determines external facility requirements in coordination with section chiefs, branch directors, and state partners. • Maintains running estimates to ensure adequate resources, including MHUs and RVs, are available 	

FEMA Position Title/Name	Duties	Corresponding State Official Title/Name
	<p>and ensures the staging area is capable of meeting current, emerging, or anticipated DHTF resource requirements.</p> <ul style="list-style-type: none"> • Collects, analyzes, and applies situational information to coordinate DHTF demobilization. 	
External Affairs Officer	<ul style="list-style-type: none"> • Coordinates with the Direct Housing organizational elements in order to facilitate coordination with traditional JFO elements. • Coordinates and provides support for both internal and external partner messaging. 	
Floodplain Management & Insurance Group	<ul style="list-style-type: none"> • Ensures the Direct Housing mission managers understand and comply with Floodplain Management laws, regulations, and policies as they affect the Direct Housing mission(s). 	
Environmental and Historic Preservation Advisor (EHAD)	<ul style="list-style-type: none"> • Works with FEMA, State and Local officials on all matters as required to comply with National Environmental Policy Act requirements, prepares EA documentation, and other environmental documentation. • Works with FEMA, State and Local officials to conduct site assessments and implement the 8-step process for units located in the SFHA. 	
Disability Integration Advisor	<ul style="list-style-type: none"> • Provides guidance for facilitating disability-inclusive disaster recovery. • Ensures Direct Housing strategy and implementation are inclusive of people with a disability and other access or functional needs. 	
Finance and Administration Section Chief	<ul style="list-style-type: none"> • Ensures the Direct Housing Mission is performing within federal fiscal laws, regulations, and policies as they relate to the Direct Housing mission(s). • Ensures that the Procurement Unit Leader and Cost Unit leader are providing the necessary support to the Direct Housing organizational elements. 	
Procurement Unit Leader	<ul style="list-style-type: none"> • Ensures the Direct Housing Mission receives timely and pertinent information regarding status of MUH's and RVs at the mission staging area(s). 	
Cost Unit Leader	<ul style="list-style-type: none"> • Ensures the Direct Housing Mission receives the necessary financial information in order to receive the necessary Direct Housing information. 	
(External) Facilities Unit Leader	<ul style="list-style-type: none"> • Assists and advises the Direct Housing organizational elements in acquiring required properties in support of the Direct Housing mission(s) and performs the required acquisition(s) in accordance with applicable laws, and regulations. 	

FEMA Position Title/Name	Duties	Corresponding State Official Title/Name
(External) Ordering Unit Leader	<ul style="list-style-type: none"> • Coordinates with the Facilities Unit Leader and Supply Unit leader to ensure that materials requested by the Direct Housing organizational elements are ordered. 	
(External) Supply Unit Leader	<ul style="list-style-type: none"> • Coordinates with the Facilities Unit Leader and Ordering Unit Leader to ensure that materials ordered by the Direct Housing organizational elements are delivered. 	

ATTACHMENT C: TASKS AND DELIVERABLES

Table 18 lists the tasks and deliverables, the responsible entity, and sample timeframes.

Table 17: Tasks and Deliverables

Program	Task	Who	Timeframe
General	Provide all necessary forms to State.	FEMA	Within 15 days of grant award.
General	Provide list of eligible applicants for action.	FEMA	At least twice weekly.
General	Provide status update of pending applicants	State	Twice weekly.
General	Initialize contact with applicant	State	Within 10 days of FEMA referral.
General	Provide updated eligibility determination or housing solution	State	Within 30 business days of contact with the applicant.
General	Approve any recommended changes to the eligibility determination or housing solution.	FEMA	No later than 5 days of notification (above) from the State.
General	Begin conducting continued assistance verifications	State	Within 30 days of providing the applicant with temporary housing
General	Provide matrix of EHP-Housing compliance laws, regulations, and Executive Orders	FEMA	10 days following grant award
General	Provide recommendations for continued Direct Housing Assistance	State	Each quarter, each applicant
Direct Lease	Applicant placed into Direct Lease	State	Within 60 business days of FEMA approval of the final housing solution for each applicant
Direct Lease	Submit Direct Lease applicant documentation	FEMA	Within 7 business days of completion Direct Lease placement
MLR	Identify, assess, make final selection, and begin the process to contract with eligible MLR	State	Properties within 60 days of grant award, unless extended by FEMA.
MLR	Ensure applicant placed into an MLR unit will be provided temporary housing	State	Within 120 days of FEMA approval of the final housing solution
MLR	Approve of MLR property	FEMA	Within 5 business days of receiving information from State
RV/MHU	Place and make unit ready for occupancy on commercial park locations or private sites	State	Within 15 days of completion and approval of the Environmental Planning and Historic Preservation (EHP) review by FEMA
RV/MHU	License the applicant into the unit	State	Five days following above (EHP review)
RV	Provide Purchase Order and Bill of Sale and Certification of Origin (COO)	State	Weekly
MHU	Provide Purchase Order, Bill of Sale and Manufacturer's Certificate of Origin (MCO)	State	Weekly
RV/MHU	Provide Request for Site Inspection Report	State	Prior to placement

Program	Task	Who	Timeframe
MHU	Request and receive approval	State	Prior to building an MHU group site
PHC-R	Ensure any applicant provided with PHC in the form of repairs will have all repairs complete	State	Within 90 days from start of repair work
PHC	All repairs must be completed	State	Within the 18-month Period of Assistance
PHC	Conduct a feasibility assessment and submit the results to FEMA	State	Prior to providing PHC
PHC	Submit PHC documents	State	Within 7 business days of completing PHC

ATTACHMENT D: HOUSING PROGRAM COST CAPS

Table 19 shows the cost caps for each housing program.

Table 18: Housing Program Cost Caps

Cost Cap by Housing Program	Max Amount
Direct Lease Monthly Unit Cost	
MLR Cost Per Unit	
RV Cost Per Unit	
MHU Cost Per Unit	
MHU/RV Monthly Pad Lease Cost	
MHU/RV Pad Improvements Cost	
PHC - Repair Labor and Materials	
PHC - New Labor and Materials	
ATHU Cost Per Unit	
ATHU Monthly Pad Lease Cost	
ATHU Pad Improvements	

ATTACHMENT E: CLOSEOUT CHECKLIST

Direct Housing Closeout Documentation Requirements Checklist									
Be sure your file is complete at Closeout. A complete file includes the following:									
<ul style="list-style-type: none">• All documents must be submitted no later than 180 days after the period of performance ends.• All documents must be legible and permanent.• Off-site backup of records is a risk management Best Practice.• Records must be maintained for three (3) years from the date of the final certification of completion of your last project associated with the specific disaster.• Banks may not be required to keep their records for more than four (4) years. Check with your bank to determine its retention schedule.	FOR MORE INFORMATION CHECK THESE SOURCES 2 CFR 200.343								
GENERAL DOCUMENTATION REQUIREMENTS									
<table border="1"><tbody><tr><td>Federal Financial Report (SF-425)</td><td></td></tr><tr><td>Final closeout programmatic report (narrative)</td><td></td></tr><tr><td>Evidence of proper procurement (see Procurement section below)</td><td></td></tr><tr><td>Proof of payments (cancelled checks – banks may not be required to keep records for more than four [4] years)</td><td></td></tr></tbody></table>		Federal Financial Report (SF-425)		Final closeout programmatic report (narrative)		Evidence of proper procurement (see Procurement section below)		Proof of payments (cancelled checks – banks may not be required to keep records for more than four [4] years)	
Federal Financial Report (SF-425)									
Final closeout programmatic report (narrative)									
Evidence of proper procurement (see Procurement section below)									
Proof of payments (cancelled checks – banks may not be required to keep records for more than four [4] years)									
WORK PERFORMED BY FORCE ACCOUNT LABOR (your employees)									
<table border="1"><tbody><tr><td>Time Sheets (or activity reports)</td><td></td></tr><tr><td>Fringe benefit breakdown</td><td></td></tr><tr><td>Payroll records and/or check register</td><td></td></tr></tbody></table>		Time Sheets (or activity reports)		Fringe benefit breakdown		Payroll records and/or check register			
Time Sheets (or activity reports)									
Fringe benefit breakdown									
Payroll records and/or check register									
EQUIPMENT									
<table border="1"><tbody><tr><td>Rented Equipment Record FEMA form 90-125 or equivalent (FEMA form preferred)</td><td></td></tr><tr><td>Purchase agreement, invoices/receipts and evidence of proper procurement (see Procurement section below)</td><td></td></tr><tr><td>Tangible Personal Property Report (SF-428)</td><td></td></tr></tbody></table>		Rented Equipment Record FEMA form 90-125 or equivalent (FEMA form preferred)		Purchase agreement, invoices/receipts and evidence of proper procurement (see Procurement section below)		Tangible Personal Property Report (SF-428)			
Rented Equipment Record FEMA form 90-125 or equivalent (FEMA form preferred)									
Purchase agreement, invoices/receipts and evidence of proper procurement (see Procurement section below)									
Tangible Personal Property Report (SF-428)									

WORK PERFORMED BY CONTRACTORS	
	Invoices/certified pay applications/receipts (if available)
	Executed contract with all applicable amendments and change orders
	Contractor and subcontractor timesheets and materials invoices for time and material contracts and Mutual Aid Agreements (MAAs)/Memorandum of Understandings (MOUs)
PROCUREMENT REQUIREMENTS - Evidence of proper procurement	
	Competitive process (Quote/Request for Proposal [RFP]/Request for Qualifications [RFQ])
	Advertisement (publicize)
	Responses to RFP/RFQ
	Selection process (scoring sheets, bid tabulations, etc.)
	Cost analysis (when required)
	State Contract (when used, include unit price and other relevant detail)

Notes

ATTACHMENT F: MLR CONTRACT TERMS AND CONDITIONS

This appendix contains the MLR Contract Terms and Conditions.



FEMA Multi-family Lease and Repair

Contract Terms and Conditions

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

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I. General Terms and Conditions

The following terms and conditions contained in this document will be used by the contracting officer in consultation with the Individual Assistance program during the acquisition process to acquire rental units for the purpose of implementing Multi-family Lease and Repair (MLR).

1. Purpose

The Federal Emergency Management Agency (FEMA), Recovery Directorate, Individual Assistance Division enters into a contract for the repairs or improvements and use of rental housing units to provide temporary housing assistance under Multi-Family Lease and Repair authorized under Sections 408(c)(1)(B)(ii) and 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Once the repairs are completed and accepted, units will be used by FEMA to temporarily house displaced disaster applicants whom are eligible to receive temporary housing under specified declaration. Under the terms and conditions of the contract for the repair or improvement of rental units for temporary housing, the value of the improvements or repairs will be deducted from the value of this lease agreement (hereinafter "contract"); and may not exceed the value of this contract. Section 408 (c)(1)(B)(ii)(II)(aa) and (bb) of the Stafford Act.

2. Parties

The parties to this contract are the Department of Homeland Security/Federal Emergency Management Agency (FEMA) and [INSERT THE OWNER'S NAME] (hereinafter referred to as "Owner").

3. Rental Unit

This contract pertains to the property located at [INSERT PROPERTY ADDRESS] and the rental unit (hereinafter "unit"): [INSERT UNIT NUMBERS];

4. Individual or Household

This contract pertains to the FEMA eligible individuals or households (hereinafter "Applicants") who may reside in the unit as determined by FEMA. Other persons may not be added to the household without prior written approval of FEMA and the Owner.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.

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5. Contract Term

The term of this contract will be for [INSERT NUMBER OF MONTHS] commencing on the [INSERT DATE] day of [INSERT MONTH AND YEAR] and ending on [INSERT DATE] day of [INSERT MONTH AND YEAR].

II. Rental Unit Repair or Improvement Terms and Conditions

1. Rental Unit Repair or Improvements

- a. Performance under this contract will include repair or improvements of the units [INSERT NUMBER OF UNITS] identified as [INSERT UNIT NUMBER/ADDRESS/LOCATION OF UNITS] for eligible disaster Applicants identified by FEMA. All repairs or improvements will be considered permanent.
- b. FEMA will determine the cost of repairs or improvements by performing an independent government cost estimate (IGCE) for the necessary repairs and improvements. If FEMA receives an estimate from a building contractor, the estimate will be compared to the IGCE for comparison.
- c. The Owner will develop and submit a work plan to FEMA for review and approval, prior to performing repairs or improvements to units. The work plan will establish milestones for completion of the repairs and will be attached to the contract.
- d. The Owner will make the units habitable and in compliance with local, state and Federal codes, statutes and regulations, including building codes and standards.
 - i. Repairs or improvements to provide accessibility features will be guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD's Design Details for Accessible Disaster Relief Housing.
- e. The Owner will comply with the following conditions when performing repairs or improvements:
 - i. Licensed and bonded building contractors will be used to perform repairs or improvements.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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- ii. Repairs or improvements will be in compliance with all Federal, state and local Environmental and Historic Preservation statutes and regulations.
- iii. All necessary building permits, including those required by Federal, state or local codes, statutes or ordinances, will be acquired by the Owner.
- f. The Owner will coordinate periodic site visits by FEMA and/or its designee to review and accept all repairs or improvements to the units. Within [] calendar days of notification of completion of each milestone established under the approved work plan, FEMA and/or its designee will inspect and accept the work, or request any adjustments in the work that may be necessary to meet habitability standards.
- g. FEMA and/or its designee will perform a final site visit within [insert number of days] calendar days prior to occupancy of the FEMA applicant, to accept units for occupancy. The Owner must provide proof of compliance with the occupancy standards as provided in the [INSERT state/local inspection report and date], and the Owner must maintain the property to these occupancy standards during the term of this contract.
- h. Any FEMA directed additional repairs or improvements will not be made without a written contract between FEMA and the Owner, and must be approved by a FEMA Contracting Officer. The cost of any additional repairs will be evaluated by FEMA and calculated into the “value of the lease agreement” as required by Section 408 (c)(1)(B)(ii)(II)(aa) and (bb) of the Stafford Act.
 - i. If FEMA identifies an MLR-eligible applicant with a disability whose housing needs cannot be met by an available unit, FEMA will make the necessary modifications as a reasonable accommodation and/or modification so the applicant receives a habitable, safe, accessible, and functional housing unit. FEMA will prioritize units that can be modified in the most time- and cost-efficient manner and best meet the requirements of the applicant. FEMA will incur all costs related to making the necessary repairs or improvements.
 - j. The units will be available for occupancy and quiet enjoyment by Applicants identified by FEMA no later than [INSERT DATE].

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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2. Payment to Owner for Repairs or Improvements

- a. The Owner will repair or improve the units and FEMA will pay a fixed amount for the cost of the repairs.
- b. Progress payments for repair work will be made in installments based on the work plan agreed upon between FEMA and the Owner. The work plan for repairs or improvements will be attached to this contract.
- c. FEMA shall not make a payment for repairs or improvements if the contract unit does not meet the state and local building codes for occupancy. After the Owner corrects the defect within the period of time specified by FEMA, and FEMA verifies the correction, FEMA may make a payment.

III. FEMA Use of the Rental Unit Terms and Conditions

1. FEMA Use of the Rental Unit

- a. Upon the completion of repairs to the rental unit, and acceptance of the repairs by FEMA, FEMA will have the exclusive use of the designated units to provide temporary housing to displaced Applicants eligible for temporary housing assistance.
- b. FEMA will identify Applicants to occupy the rental units. Once an Applicant is identified, FEMA will refer the Applicant to the Owner for execution of a lease agreement for the rental unit.

2. Owner Certification

During the term of this contract, the Owner certifies that:

- a. The Owner and the Applicant have entered into a lease agreement for the rental unit that includes the provisions contained in the FEMA Lease Addendum. The Owner will not make any changes to the lease between the Owner and the Applicant or the FEMA Lease Addendum without prior approval by FEMA.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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- b. The Owner will provide FEMA with an electronic copy of the lease agreement entered into with the Applicants.
- c. The lease is consistent with state, local, and Federal law, including the Fair Housing Act.
- d. The Owner will not charge the Applicant rent or security deposit during the term of the lease agreement.
- e. The Owner will not consider the Applicant's credit history when screening the Applicant's suitability for occupancy.
- e. The Owner is not the parent, child, grandparent, grandchild, sister, or brother of the Applicant or any member of the Applicants household, unless FEMA has determined that approving rental of the unit, notwithstanding such relationship, would be consistent with FEMA eligibility criteria.

3. Maintenance, Utilities, and Other Services

- a. The Owner must maintain the unit and premises in accordance with the State and local building codes and standards.
- b. Property management, maintenance, and other Owner-Applicant/Landlord-Tenant relationships will remain the responsibility of the Owner.
- c. The Owner will be responsible for ongoing property management operating costs, including, but not limited to, office management and staffing overhead, custodial services, waste removal, snow removal, recycling, and security of the property.
- d. FEMA will pay utilities for the designated units if the utilities are normally included in the lease. Otherwise the utilities are the responsibility of the Applicant as specified in the lease agreement between the Owner and the Applicant.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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4. Monthly Payment to Owner for Maintenance, Utilities and Other Services

FEMA will pay the Owner a per unit monthly maintenance fee in the amount of [INSERT AMOUNT OF MAINTENANCE FEE] on the [INSERT DATE] of every month for servicing repairs. The monthly maintenance fee shall only be paid when monthly rent is not payable because the value of the repairs meets or exceeds the Fair Market Rent value of the lease agreement, as determined by FEMA. FEMA will not pay monthly maintenance fees in addition to monthly rent. The monthly maintenance fee will be based on an independent government cost estimate of the projected costs the owner will incur to keep the rental units habitable through the duration of the contract. The Owner will not use maintenance fees for ongoing property management operating costs described in Section [INSERT Section] of this Contract. Monthly maintenance fee payments will not be modified as maintenance costs fluctuate.

5. Payment to Owner for Security Deposit for Units.

FEMA will establish a Contract Line Item Number (CLIN) with an amount of [INSERT AMOUNT OF DAMAGE SECURITY DEPOSIT] (\$[INSERT AMOUNT PER UNIT]/UNIT x NUMBER OF UNITS) as a damage security deposit. The Owner agrees to comply with state law governing the use of security deposits. The Owner will submit a claim request for repair of damage above normal wear and tear caused by the Applicant. FEMA will be permitted to inspect the unit for assessment of the damage. Once the claim is approved by FEMA or its designee, Owner will invoice for payment of repairs for damage only above normal wear and tear by referencing the contract CLIN.

6. Pet Deposits.

The Applicant is responsible for paying any pet security deposit to the Owner as required by the Owner.

- a. Landlords may not prohibit service animals or charge “pet rent” or a pet deposit for service animals (Fair Housing Act, 42 U.S.C. §§ 3601-3619)

7. FEMA Occupancy Verification and Access to the Rental Units

- a. FEMA reserves the right to verify the occupancy of the Applicant in a specific unit and Owner will ensure the Applicant lease provides for access to designated units by FEMA within reasonable hours and upon 24-hour notice.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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- b. The FEMA eligibility determination process may require periodic visits by FEMA staff to a rental unit occupied by an Applicant. During the term of this contract, the Owner will provide FEMA with access to the unit to visit Applicants. FEMA will provide the Owner with advance notice when a visit is requested.

8. FEMA Termination of MLR Assistance

- a. Eligibility. During the term of this lease FEMA will periodically determine the Applicant's continued eligibility for temporary housing. In accordance with FEMA Standard Operating Procedures, FEMA may terminate an Applicant's assistance under MLR when:
- i. The Applicant violates any of the terms of the FEMA Temporary Housing Agreement under MLR; or
 - ii. The Applicant's tenancy is terminated by the Owner for violation of the lease terms and conditions.
- b. End of MLR Period of Assistance. At the end of the term of this contract, FEMA may terminate MLR assistance. In accordance with the Stafford Act, temporary housing assistance shall be provided for a period of up to 18 months from the date of the Presidential Declaration. Stafford Act Section 408(c)(1)(B)(ii), 42 U.S.C §5174(c)(1)(B)(ii). If necessary, because of extraordinary circumstances, FEMA may extend the 18 month period of assistance for temporary housing assistance. Any extension of MLR assistance may require a modification to this contract.

9. FEMA Notice to Owner and Applicant regarding Termination of MLR Assistance.

- a. Termination notice based on Applicant ineligibility:
- i. FEMA will provide the Applicant with a Notice of Revocation for a major violation with three days to vacate the unit or a general violation/FEMA program ineligibility with 15 days to vacate the unit. FEMA will issue a Notice to Surrender Possession to Applicants who remain in the unit beyond the date specified in the Notice of Revocation.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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- ii. Upon a determination by FEMA that an Applicant's MLR assistance is terminated, FEMA will notify the Owner in writing within three calendar days of the determination.
 - iii. When an Applicant moves out, the Owner will notify FEMA in writing within three calendar days of the Applicants move-out date.
 - iv. If a unit becomes vacant during the term of the contract, FEMA reserves the right to place another eligible Applicant in the unit.
 - v. In the event FEMA notifies the Owner of the option to place a new Applicant in the unit, the Owner will make the unit ready for occupancy for a new Applicant.
- b. Termination notice based on End of the Period of Assistance for MLR:
- i. FEMA will provide an End of Period of Assistance - 60-Day Reminder Notice to the Applicant 60 days prior to the end of the period of assistance.
 - ii. FEMA will provide a 30-Day End of Period of Assistance and Penalty Fee Notice of Revocation to the Applicant 30 days prior to the end of the period of assistance.
 - iii. FEMA will provide a 30-Day notice to the Owner of the end of the program period of assistance.
 - iv. At the end of the period of assistance, FEMA will release the units back to the Owner.
- c. Release of Vacant Units to the Owner:
- i. If a unit becomes vacant during the term of the contract and FEMA does not have another Applicant to occupy the unit, FEMA may release the unit to the Owner and cease all monthly payments for the unit.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



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- ii. FEMA will notify the Owner of FEMA's intent to release the unit in writing within three calendar days of the determination.
- iii. FEMA will give the Owner a 30-day written notification as to when the use of any particular units will be discontinued. FEMA will pay the Owner a prorated amount for the portion of the month that FEMA continues to use the rental units. The Owner may enter into a lease to take effect the first day following the date the unit is vacated and released by FEMA.
- iv. Any security deposit will not transfer with the Applicant entering a standard lease agreement with the Owner.

10. Applicant Appeal Rights to FEMA Termination of MLR Assistance.

- a. In accordance with Section 423 of the Stafford Act and 44 C.F.R. 206.115, Applicants may appeal the FEMA determination to terminate MLR assistance within 60 days after the date that FEMA notifies the Applicant.
- b. Appeals must be in writing and explain the reason for the appeal to FEMA.
- c. The Applicant or Applicant's designee must sign the appeal. If the Applicant's designee files the appeal, then the Applicant must also submit a signed written statement giving the Applicant's designee the authority to represent the Applicant.
- d. The Applicant must vacate the unit until an appeal decision is provided by FEMA.
- e. Applicants may not appeal termination based on the end of the period of assistance (18 months, unless extraordinary circumstances as determined by FEMA are present to extend).

11. Owner Termination of Tenancy and Eviction.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



FEMA

FEMA Multi-family Lease and Repair Contract Terms and Conditions

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

DR-###-STATE

- a. The Owner may only terminate the Applicants occupancy during the term of the lease or any extension of the lease for the following reasons:
 - i. Any member of the household, a guest or another person under an Applicant's control commits any of the following types of criminal activity:
 - 1) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - 2) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - 3) Any violent criminal activity on or near the premises;
 - 4) Any drug-related criminal activity on or near the premises;
 - 5) Serious or repeated violations of the lease;
 - 6) Violation of Federal, State or local law; or
 - 7) Other good cause, including disturbance of neighbors, or destruction of property.
- b. The Owner agrees to pursue any eviction based on FEMA's determination of ineligibility or end of the period of assistance. FEMA will provide notice to the Owner as required under paragraph nine of this contract.
- c. The Owner agrees to notify FEMA within three calendar days, of any eviction proceedings initiated against the Applicant.
- d. The Owner agrees to provide the Applicant with any eviction notices in accordance with State and local law.

12. Assignment of Contract

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.

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FEMA

FEMA Multi-family Lease and Repair Contract Terms and Conditions

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

DR-###-STATE

The contract may not be assigned to a new Owner, financial institution or other party.

13. Disposition of Property

The Owner will not advertise the property for sale or sell the property during the term of the contract.

14. Conflict of Interest

- a. A covered individual may not have any direct or indirect interest in this contract or in any benefits or payments under this contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter. A covered individual means a person or entity who is a member of the following classes: any present or former employee of FEMA; or any Owner, Sub-owner or agent of FEMA who formulates Policy or who influences decisions with respect to Multi-family Lease and Repair (MLR); or any public official, member of a governing body, or State or Local Legislator, who exercises functions or responsibilities with respect to MLR.]
- b. Immediate family member means the spouse, parent (including stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.

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ATTACHMENT G: MLR OCCUPANT LEASE AGREEMENT

[INSERT COMPANY LOGO or PRINT ON COMPANY LETTERHEAD]

Multi-Family Lease and Repair Occupant Lease Agreement [INSERT DR NUMBER]

The Federal Emergency Management Agency (hereinafter “FEMA”) has entered into a contract (hereinafter “Multi-Family Lease and Repair (MLR) Contract”) with [INSERT OWNER OR COMPANY NAME]] (hereinafter “Owner”) to provide temporary housing assistance to displaced eligible FEMA Applicants, as authorized under Sections 408(c)(1)(B)(i) and 502(a)(6) of the Robert T. Stafford Disaster Assistance and Emergency Relief Act. FEMA is providing the unit as a discretionary benefit under 42 U.S.C. § 5174 and 44 CFR. §§ 206.110-118. FEMA and Owner agree to add this Occupant Lease Agreement (hereinafter “Lease”) to the MLR Contract between FEMA and Owner.

Condition of Occupancy: The eligible FEMA Applicant [INSERT FEMA APPLICANT’S NAME] (hereinafter “Occupant”) is required to execute this Lease with the Owner (or Owner’s Agent/Property Manager, hereinafter “Landlord”) as a condition of occupancy.

Unit and Occupant Information:

Address and Unit Number: [INSERT ADDRESS OF PROPERTY & UNIT NUMBER]

Company Name/Company Representative: [INSERT NAME OF OWNER/PROPERTY MANAGER/LEASING AGENT]

Occupant Name: [INSERT NAME OF OCCUPANT]

Lease Terms and Conditions:

Landlord and Occupant agree to the following Lease terms and conditions:

1. Conflict with Other Agreements. In case of any conflict between the provisions of this Lease and the terms of any other agreement between Landlord and Occupant, the provisions of this Lease will prevail.

2. Term of the Lease. The term will begin on _____ and will continue until: (1) Lease is terminated by Landlord in accordance with applicable state and local Landlord-Tenant laws; (2) Lease is terminated by the Occupant in accordance with Lease or by mutual agreement during the term of Lease; (3) a determination by FEMA that Occupant is no longer eligible for MLR Assistance; or (4) MLR Period of Assistance ends.

3. Household Members. Household members authorized to live in the unit must be referred and approved by FEMA. Landlord and Occupant agree not to permit other persons to live in the unit without notifying and receiving approval from FEMA first.

4. Sublease of Unit. Occupant must not sublease the unit to any party during the term of occupancy.

5. Use of Unit. The unit is leased for Occupant's and authorized household member's use only. Short-term (7 day or less) overnight guests are permitted.

6. Security Deposit and Rent. Occupant is a third-party beneficiary to a contract between FEMA and Landlord whereby FEMA is responsible for the security deposit and monthly fees to Landlord as payment for housing Occupant for the period of time specified in the MLR Contract between FEMA and Owner. Any refund of security deposit or rent funds upon termination of this Lease must be paid to FEMA.

7. Pet Deposits. Occupant is responsible for paying any pet security deposit to Landlord. Occupant must abide by any pet policy required by Landlord.

8. Damage. Occupant is responsible for damage to the unit beyond normal wear and tear.

9. Default: If Occupant fails to pay for any charge referenced herein as required, and such nonpayment is not corrected within 3 days of receipt of notice concerning the nonpayment, then Landlord may terminate this Lease and Occupant may be evicted in accordance with State and local law.

10. Credit check. Landlord agrees not to consider Occupant's credit history when screening Occupant for suitability for tenancy.

11. Property Rules and Regulations. Occupant agrees to comply with all property rules and regulations, a copy of which is attached to this agreement, or a copy of which has been provided to Occupant.

12. Utilities and Appliances. FEMA will pay utilities for Occupant if the utilities are normally included in Landlord's monthly rental charge. Otherwise the utilities are the responsibility of Occupant as specified by Landlord.

13. Cleaning. Occupant agrees to keep the unit and surrounding premises in a clean and sanitary condition.

14. Outdoor Cooking. The use of any equipment for cooking, grilling, or barbecuing food on the balcony or patio is strictly prohibited.

15. Maintenance and Other Services.

- a. Landlord will:
 - i. Maintain the unit and premises in accordance with the State and local standards.
 - ii. Be responsible for custodial services, waste removal, snow removal, recycling, and security of the premises.
 - iii. Be responsible for property management, maintenance, and addressing all Landlord-Occupant issues.
- d. Occupant must not make any alterations, improvements, or additions to the premises.
- e. Occupant will direct any maintenance issues regarding the unit directly to Landlord or Landlord's agent, as specified by the Landlord.

16. Occupant Personal Property. During the term of the Lease the Occupant is responsible for insuring their personal property from loss. All personal property on the Leased Premises will be kept at the risk of the Occupant only, and the Landlord will not be liable in any manner for any loss, injury, or damages incurred by the Occupant from acts of theft, burglary, or vandalism committed by either identified or unidentified parties.

17. Abandonment. Upon a mutual determination by FEMA and the Landlord that the unit is abandoned, Landlord is expressly authorized to enter the unit and remove and store all personal property belonging to Occupant. If

Occupant does not claim personal property within an additional thirty (30) days of notification, Landlord may dispose of personal property in accordance with State and local law.

18. Landlord and FEMA Access to Property.

- a. Landlord may enter the unit to examine and inspect the unit upon 24-hour notice to Occupant. No notice is required in an emergency as determined by Landlord, subject to applicable State and local law.
- b. FEMA reserves the right to verify the unit is occupied by an Occupant referred and approved by FEMA and to make periodic eligibility visits to Occupant. Landlord will ensure FEMA access to Occupant's unit within reasonable hours and upon 24-hour notice.

19. Landlord Termination of Tenancy and Eviction.

- a. Landlord may terminate the Occupant's tenancy during the term of the Lease or any extension of the Lease for the following reasons only:
 - i. FEMA terminates Occupant's MLR Assistance based on FEMA's determination of ineligibility, violation of the Temporary Housing Agreement for MLR, this Lease or property rules and regulations, or the end of the program Period of Assistance.
 - ii. Occupant or any member of the household, a guest, associate, or other person under Occupant's control, provocation, or influence commits or engages in any of the following types of activity:
 1. Any criminal activity that threatens the health or safety of, or the peaceful enjoyment of the premises by other residents (including property management, maintenance, contractors, or other staff residing or working on the premises);
 2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 3. Any violent criminal activity on or near the premises;
 4. Any drug-related criminal activity on or near the premises;
 5. Serious or repeated violations of the Lease;
 6. Violation of Federal, State, or local law; or
 7. Other good cause.
- b. Landlord agrees to pursue eviction based on written notice of FEMA's determination of ineligibility or end of the Period of Assistance.
- c. Landlord agrees to provide Occupant with any eviction notices in accordance with State and local law.

20. Nondiscrimination. Landlord must not discriminate against Occupant or eligible household members in the provision of services, or in any other manner, on the grounds of age, race, color, religion, sex, nationality, age, or disability.

21. Privacy. Landlord has a duty to protect Occupant's personally identifiable information (PII) and must not disclose the PII, except as authorized by FEMA. PII includes the following PII: name, phone, email address, household size, and any special accommodations. Landlord must not further disclose PII sent from FEMA to

unauthorized entities without the written consent from Occupants(s) to whom the PII pertains or without permission from FEMA. 5 U.S.C. §552a(e)(10). Landlord must only use the PII for purposes of providing rental housing to individuals and households pursuant to the MLR Contract between FEMA and Owner. Landlord understands that failing to comply with this section may subject Landlord to criminal penalties. Id. at 552a(i).

22. Liability. Occupant must assume all liability for any injury, death, or damages that may arise from any accident caused by Occupant or the members of his or her family, guests, agents, or employees of the occupant (or) from accidents occurring on, in, or about the leased premises in any area under control of the property.

Additional Provisions Required by State or Local Law:

23. Additional Provisions. [INSERT ADDITIONAL PROVISIONS REQUIRED BY STATE/LOCAL LAW SUCH AS RADON, LEAD PAINT, OR ASBESTOS DISCLOSURES]

Occupant Signature and Date

Landlord/Property Owner or Agent Signature and Date

ATTACHMENT H: MLR LEASE ADDENDUM

This appendix contains the MLR Lease Addendum.



FEMA Multi-Family Lease and Repair Program

Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

[INSERT DR #]

9. Maintenance and Other Services.

- a. The Owner agrees to maintain the unit and premises in accordance with the state and local standards.
- b. Property management, maintenance, and other Landlord-Tenant relationships will remain the responsibility of the Owner.
- c. The Owner agrees to be responsible for ongoing property management operating costs, including, but not limited to, office management and staffing overhead, custodial services, waste removal, snow removal, recycling and security of the premises.
- d. The Applicant will direct any maintenance issues regarding the unit directly to the Owner.

10. Applicant Personal Property. During the term of the lease the Applicant is responsible for insuring their personal property from loss.

11. FEMA Access to Property.

- a. FEMA reserves the right to verify the occupancy of the Applicant in a specific unit and the Owner will ensure the Applicant lease provides for access to designated units by FEMA within reasonable hours and upon 24-hour notice.
- b. The determination process may require periodic visits by FEMA staff to the rental unit occupied by the Applicant. During the term of this contract, the Owner will provide FEMA with access to the unit to visit the Applicant. FEMA will provide the Owner with advance notice when a visit is requested.

12. FEMA Termination of MLRP Assistance

- a. Eligibility. During the term of this lease FEMA will periodically determine the Applicant's continued eligibility for temporary housing. In accordance with

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FEMA

FEMA Multi-Family Lease and Repair Program Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)
[INSERT DR #]

The Owner agrees to add the following terms and conditions contained in the FEMA Lease Addendum (hereinafter "Addendum") to the Lease between the Applicant and the Owner.

1. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of the FEMA Lease Addendum and other sections of the Lease between the Owner and the Applicant, the provisions of this Addendum shall prevail.
2. Terms of the Lease. The term shall begin on _____ and shall continue until: (1) The lease is terminated by the Owner in accordance with applicable state and local Tenant/Landlord laws; (2) the lease is terminated by the Applicant in accordance with the lease or by mutual agreement during the term of the lease; (3) a determination by FEMA that the Applicant is no longer eligible for MLRP; or (4) the MLRP program period of assistance ends.
3. Household Members. The household members authorized to live in the unit must be referred and approved by FEMA. The Owner agrees not to permit other persons to live in the unit without notifying and receiving approval from FEMA first.
4. Use of the Unit. FEMA will identify the Applicant to occupy the units. Once an Applicant is identified, FEMA will refer the Applicant to the Owner for execution of a lease agreement for the unit.
5. Lease Consideration. The consideration for this contract is that the Applicant is a third-party beneficiary to a contract between FEMA and the Owner whereby FEMA has paid for certain repairs to the Owner's property in exchange for housing the Applicant rent-free for the period of time specified in the contract.
6. Pet Deposits. The Applicant is responsible for paying any pet security deposit to the Owner. The Applicant shall abide by any pet policy required by the Owner.
7. Credit check. The Owner agrees not to consider the Applicant's credit history when screening the Applicant for suitability for occupancy.
8. Utilities and Appliances. FEMA will pay utilities for the designated units if the utilities are normally included in the lease. Otherwise the utilities are the responsibility of the Applicant as specified in the lease between the Owner and the Applicant.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



FEMA

FEMA Multi-Family Lease and Repair Program Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)
[INSERT DR #]

FEMA Standard Operating Procedures, FEMA may terminate an Applicant's assistance under MLRP when:

- i. The Applicant violates any of the terms of the FEMA Housing Occupancy Agreement under for MLRP; or
 - ii. The Applicant's occupancy is terminated by the Owner for violation of the lease terms and conditions.
 - b. End of MLRP Period of Assistance. In accordance with the Stafford Act, direct temporary housing assistance shall be provided for a period of up to 18 months from the date of the Presidential Declaration. Stafford Act Section 408(c)(1)(B)(ii), 42 U.S.C §5174(c)(1)(B)(ii). If necessary, because of extraordinary circumstances, FEMA may extend the 18 month period of assistance for temporary direct housing assistance. The terms of this Addendum will remain under any extension of MLRP assistance.
13. FEMA Notice to Owner and Applicant regarding Termination of MLRP Assistance.
- a. Termination notice based on Applicant ineligibility:
 - i. FEMA will provide the Applicant with a Notice of Revocation for a major violation with three days to vacate the unit or a general violation/FEMA program /ineligibility violation [#of days] with 15 days to vacate the unit. FEMA will issue a Notice to Surrender Possession to Applicants who remain in the unit beyond the date specified in the Notice of Revocation.
 - ii. Upon a determination by FEMA that an Applicant's MLRP assistance is terminated, FEMA will notify the Owner in writing within three calendar days of the determination.
 - b. Termination notice based on End of the Period of Assistance for MLRP:

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.

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FEMA

FEMA Multi-Family Lease and Repair Program Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)
[INSERT DR #]

- i. FEMA will provide an End of Period of Assistance - 60-Day Reminder Notice to the Applicant 60 days prior to the end of the period of assistance.
- ii. FEMA will provide a 30- Day Notice of Revocation: End of Period of Assistance and Penalty Fee to the Applicant 30 days prior to the end of the period of assistance.

14. Owner Termination of Tenancy and Eviction.

- a. The Owner may only terminate the Applicants occupancy during the term of the lease or any extension of the lease for the following reasons:
 - i. Any member of the household, a guest or another person under an Applicant's control commits any of the following types of criminal activity:
 - 1) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - 2) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - 3) Any violent criminal activity on or near the premises;
 - 4) Any drug-related criminal activity on or near the premises;
 - 5) Serious or repeated violations of the lease;
 - 6) Violation of Federal, State or local law; or

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FEMA

FEMA Multi-Family Lease and Repair Program

Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

[INSERT DR #]

7) Other good cause, including disturbance of neighbors, or destruction of property.

ii. Upon FEMA's determination of the Applicant's ineligibility or the end of the period of assistance.

b. The Owner agrees to pursue eviction based on FEMA's determination of ineligibility or end of the period of assistance. FEMA will provide notice to the Owner as required.

c. The Owner agrees to notify FEMA within three calendar days of any eviction proceedings initiated against the Applicant.

d. The Owner agrees to provide the Applicant with any eviction notices in accordance with State and local law.

15. Applicant Appeal Rights to FEMA Termination of MLRP Assistance.

a. In accordance with Section 423 of the Stafford Act and 44 C.F.R. Section 206.115, Applicants may appeal the FEMA determination to terminate MLRP assistance within 60 days after the date that FEMA notifies the Applicant.

b. Appeals must be in writing and explain the reason for the appeal to FEMA.

c. The Applicant or Applicant's designee must sign the appeal. If the Applicant's designee files the appeal, then the Applicant must also submit a signed statement giving the Applicant's designee the authority to represent the Applicant.

d. The Applicant must vacate the unit until an appeal decision is provided by FEMA.

e. Applicants may not appeal termination based on the end of the period of assistance (18 months, unless extraordinary circumstances as determined by FEMA are present).

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



FEMA Multi-Family Lease and Repair Program

Lease Addendum

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)

[INSERT DR #]

16. Nondiscrimination. The Owner shall not discriminate against the Applicant or eligible household members in the provision of services, or in any other manner, on the grounds of age, race, color, religion, sex, nationality, age, familial status or disability.

17. Privacy.

- a. FEMA may share the personally identifiable information (PII) of Individual Assistance (IA) Applicants who receive housing under MLRP. 5 U.S.C. § 552a(b)(3). Sharing is authorized via routine use (F) of FEMA's IA system of records. 78 Fed. Reg. 25,282 (Apr. 30, 2013) and may only include the following IA PII: name, phone, email address, household size, any special accommodations.
- b. The Owner shall not further disclose IA PII sent from FEMA to unauthorized entities without the written consent from the Applicant(s) to whom the PII pertains or without permission from FEMA. 5 U.S.C. § 552a(e)(10). The Owner must only use the IA PII for purposes of providing rental housing to individuals and households pursuant to this contract between FEMA and the Owner. The Owner understands that failing to comply with this section may subject the Owner to criminal penalties. Id. at 552a(i);
- c. The Owner must share with FEMA the status of any residents/tenants who are Applicants that have inquired and/or been referred to the Owner for housing services. This includes whether the Applicant(s) were provided rental housing and for the dates and duration of the rental period.

18. Liability.

- a. FEMA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with management of the premises or with implementation of this Lease, or as a result of any other action or failure to act by the Owner.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.



FEMA

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Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5174 and 5192)
[INSERT DR #]

- b. FEMA is not responsible for loss of or damage to property or injury or death to persons which may arise from, or be attributable or incident to, the condition or state of repair of the premises, due to its use or occupation by the Applicant.
- c. The Owner assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, the Applicant, or others, by reason of or incident to the Applicant's use of the premises, and its activities conducted under this Agreement. Owner shall, at its sole expense, pay any settlements of, or judgments on claims arising out of, the use or occupancy of the premises.

This document may only be used in conjunction with a contract award and after approval by a contracting officer and appropriate legal review. If there is a need for these documents, they must be reviewed to address the unique circumstances to the situation. The documents may be used as a guideline for future discussions with a FEMA Portfolio Manager or Contracting Officer, but will still be subject to FAR requirements for services provided by the Owners.

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ATTACHMENT I: DIRECT LEASE TEMPORARY HOUSING AGREEMENT

This appendix contains the Direct Lease Temporary Housing Agreement.

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
DIRECT TEMPORARY HOUSING ASSISTANCE DIRECT LEASE PROGRAM
TEMPORARY HOUSING AGREEMENT



FEMA

PRIVACY ACT STATEMENT	
AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5174 and Title 44 C.F.R. Part 208.117.	
PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of advising FEMA Individual Assistance applicants of the requirements to occupy temporary housing units, as part of its direct housing program under a Presidential-declared disaster.	
ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records, 78 Fed. Reg. 25282 (Apr. 30, 2013), and upon written request, by agreement, or as required by law.	
DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving the requested disaster-related temporary housing assistance.	

FEMA Application #:	FEMA DR #:		
Applicant's Name:	Date of Declaration:		
Location (State/County):	Address of Property:		
<u>Description of Property</u>			
# of Bedrooms:	# of Baths:	Other (specify): _____	
AUTHORIZED USERS IN HOUSEHOLD			
Name	Relationship to Applicant	Age	Sex
I acknowledge that FEMA is permitting me, as the Licensee, to use the above temporary housing unit for direct temporary housing because: the President has declared a major disaster or emergency in my state; I am not able to live in my household's pre-disaster primary residence or obtain adequate alternate housing through no fault of my own due to this event; and FEMA has determined my household to be eligible for direct temporary housing assistance under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5174(c)(1)(B) and FEMA regulations at 44 C.F.R. §§ 208.110-118. If not revoked earlier, this license will automatically expire 18 months from the date of the President's declaration of a major disaster or emergency or at the end of any extension to the 18-month period of assistance granted under 42 U.S.C. § 5174(c)(1)(B)(iii). I acknowledge receiving keys to the above-described unit as temporary housing for my household's use only.			
Initials of Applicant _____		Page 1 of 4	

AGREEMENT OF TERMS AND FEMA REGULATIONS & POLICIES

FEMA has entered into a contract with _____ (hereinafter "Owner") to provide temporary housing assistance to displaced disaster Applicants under the Direct Lease Program authorized under Sections 408(c)(1)(B)(ii) and 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). FEMA is providing the unit as a discretionary benefit under 42 U.S.C. § 5174 and 44 C.F.R. §§ 208.110-118. As a condition of occupancy, the Applicant is required to execute this Agreement for Occupancy and a landlord-tenant Lease (hereinafter "Lease") with the Owner along with the required FEMA Lease addendum.

1. TERM OF OCCUPANCY. The term shall begin on _____ and shall continue until:

- a. The Lease is terminated by the Owner in accordance with applicable state and local Tenant/Landlord laws;
- b. the Lease is terminated by the Applicant in accordance with the Lease or by mutual agreement during the term of the Lease;
- c. a determination by FEMA that the Applicant is no longer eligible for Direct Lease; or
- d. the Direct Lease program period of assistance ends, unless extended. Current period of assistance ends on _____

2. HOUSEHOLD MEMBERS. The Applicant may not permit other persons to live in the unit not named in this agreement without FEMA approval.

3. APPLICANT COMPLIANCE. Maintaining this Agreement to use the unit is based on the Applicant remaining eligible for continued FEMA temporary housing assistance and complying with the terms of this agreement, and any other rules provided and incorporated in this agreement.

4. FEMA CONTINUING ELIGIBILITY REQUIREMENTS. FEMA requires all recipients of temporary housing assistance to provide documentation showing that they are making diligent efforts to obtain permanent housing and to obey all applicable Federal, State, and local laws while occupying temporary housing units provided by FEMA. FEMA requires the Applicant to establish and work towards a realistic permanent housing plan and comply with any landlord-tenant rules for the unit. Eligibility requirements for and regulations governing temporary housing assistance are set forth at 44 C.F.R. §§ 208.110-118. If FEMA determines these requirements have not been met, the agreement to occupy the unit will be revoked and a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Owner no later than the date established in the Notice of Revocation.

5. APPLICANT DUTY TO OBTAIN/ACCEPT ALTERNATE HOUSING. FEMA requires all recipients of temporary housing assistance to obtain and occupy adequate alternate housing at the earliest possible time. The Applicant will establish a permanent housing plan and make every effort to obtain permanent housing for the Applicant's household as soon as possible. If FEMA determines that adequate alternate housing is available, the Applicant will obtain alternate housing and vacate the unit as soon as possible. Refusal to accept adequate alternate housing resources offered by FEMA can result in revocation of this agreement to occupy the unit. If FEMA determines that the Applicant has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Owner within the timeframe established in the Notice of Revocation.

6. RENT PAYMENTS. The Applicant will not pay a rental fee to the property owner or FEMA during the period of assistance ending on unless _____ the Applicant is required to reimburse FEMA as described in Paragraph 22. If FEMA extends the period of assistance beyond this date, FEMA will charge the Applicant rent for each month the Applicant occupies the rental unit, as described in Paragraph 17.

7. SECURITY DEPOSIT. FEMA will provide a security deposit amount established by contract between FEMA and the Owner on behalf of the tenant. The Owner may use the security deposit for any damage above normal wear and tear caused by the Applicant to the unit. In the event the security deposit amount does not cover the amount of damage to the unit, the Applicant will be responsible to the Owner for the additional funds. During the term of the Lease, the Owner will not charge the Applicant an additional security deposit.

8. PET DEPOSITS. The Applicant is responsible for paying any pet security deposit to the property owner as required by the Owner. The Applicant shall abide by any pet policy required by the Owner.

9. UTILITIES AND APPLIANCES. The Applicant is responsible for paying all utilities as specified in the Lease between the Owner and Applicant. FEMA will pay utilities for the designated units only when the utilities are included FEMA's contract with the Owner.

10. MAINTENANCE AND OTHER SERVICES.

- a. Property management, maintenance, and other Landlord-Tenant relationships will remain the responsibility of the Owner.
- b. The Applicant will direct any maintenance issues regarding the unit directly to the Owner.

Initials of Applicant _____

- 11. APPLICANT PERSONAL PROPERTY.** During the term of this agreement, the Applicant is responsible for their personal property in the unit and for obtaining any required personal property insurance.
- 12. FEMA ACCESS TO PROPERTY.** A FEMA representative will contact the Applicant or household members to schedule regular appointments to review the Applicant's eligibility to continue occupying the unit and to assist in establishing a realistic permanent housing plan. The Applicant must cooperate with FEMA representatives. This includes making the Applicant or household members available for regularly scheduled appointments, at which time the Applicant or household members will be expected to provide documentation, allow access to the unit and to the pre-disaster residence, if applicable, in order to demonstrate that progress is being made towards achieving a permanent housing plan and eligibility requirements for continued temporary housing assistance are being met. Failure to demonstrate progress on a permanent housing plan or to meet eligibility requirements may result in a determination of ineligibility.
- 13. FEMA TERMINATION OF DIRECT LEASE ASSISTANCE.**
- a. Eligibility. During the term of this agreement FEMA will periodically determine the Applicant's continued eligibility for temporary housing. FEMA may terminate an applicant's assistance under Direct Lease when:
 - i. The applicant violates any of the terms of this FEMA Occupancy Agreement for Direct Lease;
 - ii. The Applicant's occupancy is terminated by the Owner for violation of the lease terms and conditions between the Owner and Applicant.
 - iii. FEMA has determined that adequate alternative housing is available to the household outside of Direct Lease; or
 - iv. The Applicant has not provided verifiable information demonstrating that the household is working towards a permanent housing plan; or
 - v. The household obtained housing assistance through either misrepresentation or fraud.
 - b. End of Direct Lease Period of Assistance. At the end of the term of this agreement, FEMA may terminate assistance. In accordance with the Stafford Act, temporary housing assistance shall be provided for a period of up to 18 months from the date of the Presidential declaration. Stafford Act Section 408(c)(1)(B)(ii), 42 U.S.C §5174(c)(1)(B)(ii). If necessary, because of extraordinary circumstances, FEMA may extend the 18 month period of assistance for temporary housing assistance. The terms of this agreement will remain under any extension of Direct Lease assistance.
- 14. APPLICANT RESPONSIBILITY TO COMPLY WITH REMOVAL ACTION.** The Applicant and the household members will comply with any written Notice of Revocation requiring the Applicant's household to vacate the unit by moving out of the unit, removing all personal property, and returning the unit's keys to the Owner no later than the date set forth in the Notice of Revocation. The Applicant is responsible for the household's personal property, which is placed in the unit at the sole risk of the Applicant and for removing it from the unit upon receiving a written Notice of Revocation.
- 15. FEMA NOTICE TO APPLICANT REGARDING TERMINATION OF DIRECT LEASE ASSISTANCE.**
- a. Termination notice based on Applicant ineligibility: FEMA will provide the Applicant with a Notice of Revocation for a major violation with 3 days to vacate the unit or a general violation/FEMA program /ineligibility violation [#of days] with 15 days to vacate the unit. FEMA will issue a Notice to Surrender Possession to Applicants who remain in the unit beyond the date specified in the Notice of Revocation.
 - b. Termination notice based on End of the Period of Assistance for Direct Lease:
 - i. FEMA will provide an End of Period of Assistance - 60-Day Reminder Notice to the Applicant 60 days prior to the end of the period of assistance.
 - ii. FEMA will provide a 30-Day End of Period of Assistance and Penalty Fee Notice of Revocation to the Applicant of the End of the Period of Assistance 30 days prior to the end of the period of assistance.
- 16. APPLICANT APPEAL RIGHTS TO TERMINATION OF DIRECT LEASE ASSISTANCE.**
- a. In accordance with Section 423 of the Stafford Act and 44 C.F.R. Section 206.115, Applicants may appeal the FEMA determination to terminate Direct Lease assistance within 60 days after the date that FEMA notifies the Applicant.
 - b. Appeals must be in writing and explain the reason for the appeal to FEMA.
 - c. The Applicant or Applicant's designee must sign the appeal. If the Applicant's designee files the appeal, then the Applicant must also submit a signed statement giving the Applicant's designee the authority to represent the Applicant.
 - d. The Applicant must vacate the unit until an appeal decision is provided by FEMA.
 - e. Applicants may not appeal termination based on the end of the period of assistance (18 months, unless extraordinary circumstances as determined by FEMA are present).
- 17. FEMA RENT AND PENALTY FEE.**
- a. FEMA will charge the applicant monthly rent, up to the Fair Market Rent (FMR) established by HUD _____ when the period of assistance has been extended beyond 18 months. If the applicant cannot afford to pay the full FMR, appeal the amount of rent based upon their financial ability. Applicants who wish to have their rent reduced must provide documentation verifying the amounts of their income and monthly housing expenses. FEMA will not reduce the amount of rent to below \$50.

Initials of Applicant _____

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- b. FEMA will charge the applicant a monthly penalty fee in the amount of _____ if all members of the applicant's household do not vacate or establish a new lease with the Owner the rental unit when directed to do so by FEMA. FEMA may also charge the occupant this penalty fee if all members of the applicant's household fail to vacate the rental unit when directed to do so by the Owner. Payment of the penalty fee does not entitle the applicant or their household to remain within the rental unit. The applicant and their households will remain subject to eviction proceedings and any associated costs and legal fees.
- c. The applicant's failure to pay FEMA rent or penalty fee may result in a debt to the Federal Government for which FEMA will be required to pursue through debt collection proceedings.

18. NONDISCRIMINATION. FEMA shall not discriminate against the Applicant or eligible household members in the provision of services, or in any other manner, on the grounds of age, race, color, religion, sex, nationality, age, familial status or disability.

19. THIRD PARTY RIGHTS. The Owner is not the agent of FEMA.

20. ASSIGNMENT. The Applicant may not assign this agreement to a third party.

21. HOLD HARMLESS AGREEMENT. The Applicant agrees to hold harmless the U.S. Government and any of its agencies, agents, contractors, and subcontractors, for damage of any type whatsoever either to property or persons resulting from such enforcement actions. The Applicant hereby agrees to release, discharge, and waive any action, either legal or equitable, that might arise out of any activities on the premises of the unit or the surrounding area. The Applicant hereby agrees to hold harmless the U.S. Government and any of its agencies, agents, contractors, and subcontractors, for damages of any type whatsoever either to property or persons resulting from its furnishing of housing assistance to the Applicant his or her household members.

22. DUTY OF INSURED APPLICANTS TO REIMBURSE FEMA. FEMA requires all recipients of temporary housing assistance under its temporary housing assistance program to offset the value of the direct assistance provided by FEMA against any insurance proceeds or recoveries they receive. If the Applicant's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Applicant or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the rental unit (In some cases FEMA may pay rent to the Owner in accordance with Direct Lease policy) (as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses.

23. PRIVACY ACT STATEMENT. AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121-5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c)(1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administrating financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

By signing this agreement, I, the Applicant, have read the terms of this agreement in its entirety, and acknowledge and agree to comply with the requirements stated herein. As the Applicant, I am signing this form on behalf of all members of my household listed above as Authorized Users. All Authorized Users are responsible for complying with the attached Conditions for Use and any other rules incorporated in this Occupancy Agreement.

Signature of Applicant or Co-Applicant

Date

Witness

Title

Initials of Applicant _____

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ATTACHMENT J: INFORMATION SHARING ACCESS AGREEMENT

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)

AND

[Federal Entity]

[Optional: FOR FEMA MAJOR DISASTER DECLARATION Disaster Number]

1. INTRODUCTION AND PURPOSE.

Introduce parties to the agreement (include abbreviations) and the purpose of the agreement and sharing with enough detail for the parties to understand why the data elements in Appendix A are being shared for the stated purpose. See below for example of Introduction and Purpose section:

The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the [Recipient Entity] voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifying information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the [Recipient Entity] in order to provide additional/unmet disaster related needs to survivors/registrants [that were displaced from [Affected Area]].

2. AUTHORITIES. This ISAA is authorized by:

Cite applicable legal authorities for the program activity and to collect and use PII, to include applicable DHS/FEMA system of records notice (SORN). Consult with program counsel with questions on the appropriate authorities. See below for example of Authorities section:

- a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act);
- b. Homeland Security Act of 2002, Pub. L. No. 107-296, Title V (2002) (codified as amended at 6 U.S.C. §§ 311-321n);
- c. Privacy Act of 1974 as amended (2012), 5 U.S.C. § 552a et seq. (Privacy Act);

- d. DHS/FEMA 008 - Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN);

3. BACKGROUND

Insert applicable background information explaining the disaster or reason to share information, the applicable Routine Use and SORN that authorizes the sharing, the purpose for sharing information, including how or why the Recipient Entity is qualified to receive the information, and how they will use the information (per the Routine Use and SORN). Note: different data systems/system of records may be covered by different SORNs; consult with program counsel or the FEMA Privacy Branch for questions regarding the applicable SORN or Routine Use. See below for example of Background section:

- a. The President declared a Major Disaster under the Stafford Act for the State of Florida on September 10, 2017 as a result of Hurricane Irma.
- b. This declaration, numbered FEMA-(4337)-DR-(FL), authorizes FEMA to implement the Individual and Households Program (IHP) under Section 408 of the Stafford Act. Under the IHP, FEMA may provide financial assistance and direct services to individuals who have necessary expenses and needs as a result of the major disaster.
- c. FEMA collects, maintains, uses, and disseminates personally identifiable information (PII) from its survivors/registrants in order to determine eligibility for IHP, as well as to direct and refer survivor/registrants to all possible sources of disaster assistance. Survivor/registrant PII is protected by the Privacy Act and DRA SORN.
- d. As authorized by the routine provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose survivor/registrant PII to other federal agencies, and agencies of states, tribal, and local governments who have programs that make available any disaster assistance to individuals and households and/or give preference of priority to disaster applicants, pursuant to Routine Use (H)(1) of the DRA SORN.
- e. [Recipient Entity] certifies that it has a disaster assistance program that makes available disaster assistance to individuals and households and/or gives preference of priority to disaster applicants relating to the recovery efforts of Hurricane Irma underlying FEMA-(4337)-DR-(FL).

4. DEFINITIONS.

Include all definitions listed below.

As used in this Agreement, the following terms will have the following meanings:

- a. BREACH. A privacy incident, involving PII that is in the possession and/or control of the [Recipient Entity] or any entity with which the [Recipient Entity] shares the PII, constitutes a breach of this Agreement, notwithstanding whether such incident is the

result of a negligent or intentional act or omission on part of the [Recipient Entity] and/or aforementioned entities.

- b. INCIDENT: (a) The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to the Information in usable form, whether physical or electronic; and/or (b) any violation of any of the terms of this Agreement. The term encompasses both suspected and confirmed incidents.
- c. NIST CYBERSECURITY FRAMEWORK: National Institutes of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity,” which sets out a repeatable process of, “Identify, Protect, Detect, Respond and Recover,” to guide organizational cybersecurity activities and consideration of cybersecurity risk in organizational risk management processes.
- d. PERSONALLY IDENTIFIABLE INFORMATION (PII): Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother’s maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes “Controlled Unclassified Information.”
- e. PRIVACY INCIDENT. A privacy incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure PII in usable form, whether physical or electronic, or when authorized users access survivor/registrant PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII which raise a reasonable risk of harm.
- f. SYSTEM SECURITY PLAN. Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).
- g. COMPUTER MATCHING: Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program

pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.

5. RESPONSIBILITIES.

Insert responsibilities of each party to the ISAA. For FEMA, this includes sharing information pursuant to the applicable SORN and Routine Use, listing out specific data elements to be shared, and how the information will be securely transmitted. Ensure that all data elements listed are covered category of records in the SORN. NOTE: Just because a data element is listed in the SORN does not mean FEMA should or has to share it. FEMA should limit the information being shared to only what is relevant and necessary to accomplish the stated purpose of the ISAA.

For the Recipient Entity, this includes limiting use of information to only purposes specified in the ISAA and safeguarding the information to prevent unauthorized disclosure. See below for example of Responsibilities section:

- a. FEMA's responsibilities under this ISAA are as follows:
 - i. Share with the [Recipient Entity] the disaster survivor/registrant PII requested pursuant to Routine Use (H)(1) of the DRA SORN for FEMA-(4337)-DR-(FL).
 - ii. Share with the [Recipient Entity] survivor/registrant PII and its associated information which may be categorized according to the following [Remove any that do not apply]:
 1. Survivor/registrants that are 65 years of age or older;
 2. Survivor/registrants that have homeowner's insurance coverage;
 3. Survivor/registrants that indicated medical/emergency needs;
 4. Survivor/registrants that received rental assistance;
 5. Survivor/registrants that are receiving or received Transitional Housing Assistance (TSA).
 - iii. Transmit the survivor/registrant PII and related information listed in Appendix A to the [Recipient Entity] via a secure information technology (IT) portal, interface or transfer tool.
 - iv. Transmit the survivor/registrant PII and related information listed in paragraph Appendix A to the [Recipient Entity] via a secure information technology (IT) portal, interface or transfer tool.
 - v. FEMA will share additional survivor/registrant data with PII referred to in Appendix A via encrypted means.
 - vi. FEMA will work to establish online or real-time access to the relevant data; but, if FEMA cannot provide such access or if access is delayed, FEMA will provide the [Recipient Entity] data via other secure means (such as encrypted document sent via email and/or encrypted media)

- vii. Provide user access instructions and proper handling and protection of survivor/registrant PII;
- viii. FEMA shall ensure that survivor/registrant PII is accurate, complete, and up-to-date as reasonably necessary.

b. The [Recipient Entity's] responsibilities under this ISAA are as follows [list responsibilities]:

- i. Use and maintain the FEMA survivor/registrant PII under this ISAA only to administer a program that makes available disaster assistance to individuals and households and/or gives preference of priority to disaster applicants;
- ii. Instruct all individuals with access to the survivor/registrant PII regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of survivor/registrant PII covered by this Agreement.
- iii. Employ appropriate technical, physical, and administrative safeguards to secure any and all FEMA survivor/registrant PII shared under the provisions of this ISAA PII, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use;
- iv. Follow the NIST Cybersecurity Framework for risk management and cybersecurity activities for information technology (IT) system(s) that store, analyze, process or use FEMA PII.
- v. Shall comply with requirements in regulations found at 32 CFR Part 2002 to employ safeguarding and dissemination controls of government information.
- vi. Ensure that any [Recipient Entity] cloud-based system that stores, analyzes, processes or uses FEMA PII meets or exceeds the baseline privacy and security controls applicable to Federal Government systems or systems typically used by the financial industry to store sensitive information.
- vii. Ensure that each and every IT system that stores, analyzes, processes or uses FEMA PII, regardless of configuration or location, has as System Security Plan and undergoes routine cybersecurity scans and [Recipient Entity] retains such plans and records of such scan results, producing them as necessary to comply with audit requests.

- viii. Limit access to [survivor/registrant] PII provided by FEMA only to the [Recipient Entity] personnel who are administering disaster assistance to survivor/registrants on behalf of the [Recipient Entity]. This includes all entities and individuals listed in paragraph 5 as points of contact.
- ix. Limit access to [survivor/registrant] PII provided by FEMA only to the [Recipient Entity] personnel who are administering disaster assistance to survivor/registrants on behalf of the [Recipient Entity]. This includes all entities and individuals listed in paragraph 5 as points of contact.
- x. The [Recipient Entity] will not further disclose survivor/registrant PII provided by FEMA to outside third parties without the express consent of FEMA or the survivor/registrant(s) to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws;
- xi. The [Recipient Entity] is permitted to have a total of [insert number, recommend no more than 5] POCs under this ISAA;
- xii. Ensure that its personnel with access to any FEMA [survivor/registrant] PII provided under this ISAA have completed privacy and security training and understand [survivor/registrant] PII protection responsibilities;
- iv. The [Recipient Entity] is permitted to have a total of [insert number, recommend no more than 5] POCs under this ISAA;
- iv. Ensure that its personnel with access to any FEMA [survivor/registrant] PII provided under this ISAA have completed privacy and security training and understand survivor/registrant PII protection responsibilities;
- v. The [Recipient Entity] understands the personal and confidential nature of the survivor/registrant PII and agrees that it and all entities listed in Appendix A shall comply with all applicable laws, regulations, policies, and provisions of this Agreement to protect the confidentiality of survivor/registrant PII. The [Recipient Entity] understands that it and all entities listed in Appendix A are responsible for any privacy incidents concerning survivor/registrant PII while in the possession and/or control of the State and aforementioned entities.
- viii. [Recipient Entity] shall ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs.

6. POINTS OF CONTACT.

- a. The FEMA point of contact is as follows:

Name
Title
Phone
E-mail Address

b. [Recipient Entity] points of contact are as follows:

Name
Title
Phone
E-mail Address

Name
Title
Phone
E-mail Address

Name
Title
Phone
E-mail Address

[All of the following clauses should be included in the ISAA unchanged]

7. **SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law or regulation or the directives of FEMA. If a term of this ISAA is inconsistent with such authority then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
8. **NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and the [Recipient Entity]. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.
9. **FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
10. **ISSUE RESOLUTION.** FEMA and the [Recipient Entity] understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to

appoint their respective points of contact to work in good faith towards resolution of such issues.

- 11. USE OF CONTRACTOR WITH ACCESS TO FEMA PII.** When [Recipient Entity] utilizes a contractor in connection with its performance of its obligations under the ISAA and [Recipient Entity] provides such contractor with access to FEMA survivor/registrant PII, [Recipient Entity] shall provide FEMA with prompt notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA. Moreover, all such contractors given access to any FEMA survivor/registrant PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with Minimum Standards for the protection of FEMA survivor/registrant PII and Notice of Security and/or Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to [Recipient Entity] in connection with [Recipient Entity's] performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to [Recipient Entity].
- 12. RETURN OR DESTRUCTION OF FEMA PII.** If at any time during the term of the ISAA any part of FEMA survivor/registrant PII, in any form, that [Recipient Entity] obtains from FEMA ceases to be required by [Recipient Entity] for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, [Recipient Entity] shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the FEMA survivor/registrant PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such FEMA survivor/registrant PII in [Recipient Entity's] possession or control, and certify to FEMA that such tasks have been completed.
- 13. ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties with regard to information sharing.
- 14. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
- 15. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. The agreement may be extended by mutual written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.
- 16. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT.** If [Recipient Entity], or its contractors, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to FEMA survivor/registrant PII, [Recipient Entity] shall immediately, but in no event later than one (24) hours from suspicion, discovery or notification of the incident or potential breach, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.

17. SECURITY AND/OR PRIVACY INCIDENT HANDLING. In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult [Recipient Entity] in order to diagnose, mitigate and manage the privacy incident. [Recipient Entity] will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

18. PENALTIES. [Recipient Entity] understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke the [Recipient Entity's] access to FEMA PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

Name
Disaster Recovery Manager

Date

THE RECIPIENT ENTITY

Name
Title
Full Entity Name

Date