

# **Implementation Plan**

**Hurricane Harvey Direct Temporary Housing Assistance**

**Texas General Land Office**

**October 19, 2017**

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## 1.0 Introduction

On August 25, 2017, the President declared major disaster DR-4332 for the State pursuant to his authority under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The declaration authorized the Federal Emergency Management Agency (“FEMA”) to provide financial assistance and direct services under Section 408 of the Stafford Act to individuals and households who<sup>2</sup> as a direct result of a major disaster, have necessary expenses and serious needs in which the individuals and households are unable to meet such expenses or needs through other means.” To efficiently meet the needs of the citizens of Texas, the State of Texas General Land Office (“State” or “GLO”) and FEMA entered into an Intergovernmental Service Agreement (“IGSA”) on September 22, 2017, that outlines the policies through which Direct Housing Assistance under Section 408 of the Stafford Act will be implemented. These Direct Housing Assistance Programs, as outlined later in this document, include Direct Lease, Multi-Family Lease and Repair, Recreational Vehicles, Manufactured Housing Units, and Permanent Housing Construction Repairs. These programs will serve individuals and households who lack available housing resources and are unable to make use of FEMA financial assistance because of damage caused by Hurricane Harvey.

As required by Attachment 1 of the IGSA, the State must submit an implementation plan, which shall include the following:

- 1) Description of processes the State shall develop and implement for managing direct housing;
- 2) Description of roles and responsibilities among State and local entities;
- 3) Specific timeframes, milestones and performance goals;
- 4) Communication plan; and
- 5) Process for receiving and securing PII.

The purpose of this document is to outline the overall implementation strategy, roles, responsibilities, processes, procedures, and communication strategy the State, the Council of Government (“COG”) or local entities will use in the implementation of the Direct Housing Assistance Programs. The State assures FEMA it shall remain in compliance with all applicable federal statutes and regulations in effect during the periods for which it receives funding.

The roles, responsibilities, processes, and procedures contained herein should not, in any way, be considered conclusive and definitive as this program is evolving and necessary changes to ensure

efficiency are predicted in the future. Any changes to the subject matter outlined in this document shall be distributed and provide clear understanding amongst all impacted parties.

## 2.0 Background

### 2.1 Direct Housing Assistance

On September 10, 2017, direct housing assistance was approved for 24 counties due to the significant number of individuals needing housing assistance and the lack of available housing resources. Those counties are: Aransas, Calhoun, Chambers, Colorado, Fort Bend, Galveston, Goliad, Hardin, Harris, Jackson, Jasper, Lavaca, Liberty, Montgomery, Newton, Nueces, Orange, Polk, Refugio, San Patricio, Tyler, Walker, Waller, and Wharton. Additional counties were subsequently approved as follows: Jefferson County on August 12, 2017; Austin, Brazoria, Fayette, and San Jacinto Counties on September 18, 2017; and Matagorda and Victoria Counties on September 23, 2017.

To efficiently meet the needs of the citizens of Texas, the State and FEMA entered into the IGSA on September 22, 2017. The IGSA outlines the policies through which Direct Housing Assistance under Section 408 of the Stafford Act will be implemented. These Direct Housing Assistance options, as outlined later in this document, include Direct Lease, Multi-Family Lease and Repair, Recreational Vehicles, Manufactured Housing Units, and Permanent Housing Construction Repairs. These options will serve individuals and households who lack available housing resources and are unable to make use of FEMA financial assistance because of damage caused by Hurricane Harvey.

Direct Temporary Housing Assistance is provided when applicants are unable to use Rental Assistance due to a lack of available housing resources. Direct Temporary Housing Assistance is not counted toward the FEMA IHP maximum award amount and may include:

- **Multi-Family Lease and Repair Program (MLRP):** This program allows the option to enter into lease agreements with owners of multi-family rental property located in disaster areas and make repairs or improvements to provide temporary housing to disaster survivors.
- **Manufactured Housing Units/Recreational Vehicles (MHUs/RVs):** Manufactured Homes and Recreational Vehicles provided to use as temporary housing.
- **Direct Lease:** This program allows the option to enter a direct lease with a property owner for properties not usually available to the public, such as corporate lodging resources.
- **Permanent or Semi-Permanent Housing Construction:** Home repair or construction services provided in locations where no alternative housing resources are available; and where types of

temporary housing assistance, such as Rental Assistance or other forms of temporary housing assistance, are unavailable, infeasible, or are not cost effective.

## **2.2 Implementation Overview**

The State will administer the Direct Temporary Housing Assistance program and the COG and/or local entities, will manage the housing options. FEMA will be responsible for determining eligibility of applicants and approving the final direct housing option implemented. Based on the applicant's projected housing need, FEMA will reach out to the applicant to obtain relevant information, further clarify the applicant's housing need, and identify potential housing solutions.

FEMA will then determine the appropriate types of housing options for which an individual or household may be eligible based on the eligibility criteria in the Stafford Act, disaster-caused loss, access to life-sustaining services, cost-effectiveness, and other factors. Eligible applicants and their respective options will be provided to the State on a daily basis as defined in the IGSA. The State will provide a list of applicants to the COG or local entity who will then contact applicants. Initial contact must be made by the State, COG, or local entities within ten (10) days of FEMA referring the applicant. The State, COG, and/or local entities will use the initial contact and interview process to confirm applicant's housing needs as well as to coordinate future actions associated with the housing option. Such actions may include; identification of site location, site inspection, and other specific housing needs. All exchanges of information between FEMA, General Land Office, COGs and/or local entities will adhere to Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a and the confidentiality and non-disclosure guidelines in the IGSA.

The State, the COGs, and/or local entities shall conduct an appropriate site inspection and secure appropriate access or lease of the site in accordance with the identified housing option. Prior to entering into a formal agreement or initiation of work, FEMA shall perform an Environmental and Historic Preservation ("EHP") review on the proposed location and forward a final decision of site suitability to the State, the COG, and/or local entities. If the site is approved, then a work order will be issued for the implementation of the housing option. The State will ensure housing options are implemented and coordination with the applicants is conducted in accordance with the timelines established in the IGSA.



Throughout the housing implementation process the State, the COG, and/or local entity will maintain regular contact with the applicant to provide continuous updates on the status of their housing solution. Applicant contact and communication may include in person contact as well as a call center for information (see section 6.0 Applicant Communications). In addition, the State, COG, and/or local entities will provide ongoing casework for applicants to assist them with their housing needs and with developing a permanent housing solution. This will be conducted using FEMA's recertification process as a potential model. The State, the COG, and/or local entity will monitor occupants' eligibility on a periodic basis, usually monthly, for the entire period of assistance (up to 18 months from date of disaster declaration) to ensure the occupant continues to meet FEMA eligibility requirements.

### **3.0 Implementation Definition**

#### **3.1 Roles and Responsibilities**

FEMA will:

1. Ensure performance of all necessary actions for compliance with the terms of the IGSA;
2. Provide technical assistance to the State and any applicable COGs and/or local entities;
3. Provide monitoring and oversight of program implementation and support State administered programs in any audits;
4. Approve any policy, guidance, or procedures utilized for Direct Temporary Housing assistance;
5. Make all applicant eligibility determinations for Direct Temporary Housing and Permanent Housing Construction;
6. Make all applicant eligibility determinations for continued housing assistance and termination;
7. Make all applicant appeal determinations;
8. Notify all applicants of their approval for Direct Temporary Housing or PHC;
9. Review and approve any recommended changes to the applicant's eligibility determination or housing solution submitted by the State or COG and/or local entity, no later than 5 (five) days after receiving the change request from the State or COG and/or local entity;
10. Provide the State with a daily list of eligible applicants approved for Direct Temporary Housing and PHC as outlined in the States plan for receiving and sharing Personally Identifiable Information.
11. Provide all necessary FEMA forms and letters for Direct Temporary Housing assistance to the State;
12. Ensure compliance with all applicable Environmental Planning and Historic Preservation (EHP) requirements, laws, regulations, and Executive Orders for Direct Temporary Housing and PHC. Conduct tailored environmental and historic preservation reviews depending on the selected site type; and

13. Coordinate with the State at the end of the 18-month period of assistance for close out or extension request.

FEMA may (MHUs/RVs only):

1. Provide MHUs or RVs to State for installation. RVs will remain Federal property and accountable under FEMA Personal Property Manual 119-7-1. MHU disposal will be governed by section 408 of the Stafford Act.

The State, in administering the Direct Temporary Housing Assistance, will take responsibility for, at a minimum, the following:

1. Enter into an agreement with the COG and/or local entities to implement Direct Temporary Housing Assistance and PHC in accordance with the guidelines outlined in the IGSA;
2. Implement Direct Temporary Housing Assistance and PHC in accordance with all applicable local, state and federal law and regulations;
3. Procure all vendors and contractors for Direct Lease and MLRP. In addition, procure vendors and contractors for MHUs/RVs and PHC for the COGs and/or local entities, in compliance with the federal procurement standards at 2 CFR Part 200;
4. Ensure that sharing of Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII) is done in accordance with DHS and FEMA regulations as outlined in the State's Process for Receiving and Sharing Personally Identifiable Information plan;
5. Provide required weekly reporting to FEMA in accordance with the timeframes outlined in the ISGA;
6. Inform FEMA after contact with the applicant of any required changes to FEMA's initial eligibility determination or housing solution;
7. Conduct regular meetings with Direct Temporary Housing applicants for continued assistance verifications (recertification) and make recommendations to FEMA; and
8. Coordinate with FEMA on the end of the period of assistance or any request for an extension.

MHU/RVs only

1. May procure vendors and contractors for MHU/RV process (e.g., haul, install, maintenance, deactivation, group site construction, and commercial park expansion) in compliance with the federal procurement standards at 2 CFR Part 200;and
2. Procure MHUs/RVs, at the State's discretion, and haul and install the MHUs/RVs as a form of Direct Temporary Housing. All procured property (MHU/RV) will be accountable Federal property under the FEMA Personal Property Manual 119-7-1. RVs will be disposed of in accordance with the manual and MHUs under section 408 of the Stafford Act.

Council of Government and/or Local Entities Responsibilities:

1. Implement Direct Temporary Housing and PHC in accordance with all applicable local, state, and federal laws and regulations;

2. Ensure that sharing of Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII) is done in accordance with DHS and FEMA regulations as outlined in the Process for Receiving and Sharing Personally Identifiable Information plan;
3. Make initial contact with the applicant upon referral from FEMA;
4. Coordinate with applicants and ensure placement in Direct Temporary Housing option or completion of PHC, if applicable;
5. Provide all required FEMA letters, notices, or forms to applicants for Direct Temporary Housing or PHC;
6. Provide required weekly reporting to the State in accordance with the timeframes outlined in the IGSA; and
7. Inform the State, after contact with the applicant, of any required changes to FEMA's initial eligibility determination or housing solution;
8. Inform applicants of termination of assistance when warranted and perform any enforcement actions following termination; and
9. Monitor the progress Direct Temporary Housing applicants are making towards obtaining permanent housing within the 18-month period of assistance.

MHU/RVs only

1. Procure MHUs/RVs, at the State's discretion, and haul and install the MHUs/RVs as a form of Direct Temporary Housing. All procured property (MHU/RV) will be accountable Federal property under the FEMA Personal Property Manual 119-7-1. RVs will be disposed of under the FEMA Manual 119-7-1 and MHU disposal under section 408 of the Stafford Act.

## **4.0 Process for Receiving and Securing Personally Identifiable Information**

### **4.1 State of Texas General Land Office Responsibilities**

1. The State of Texas and FEMA, through the IGSA, agree to safeguard the Sensitive Personally Identifiable Information (SPII) and Personally Identifiable Information (PII) for eligible applicants by employing in housing operations the requirements in:
  - The Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. 552a and
  - Homeland Security Acquisition Regulations (HSAR) Class Deviation 15-01 (Safeguarding Sensitive Information) and HSAR3052.204-71 (Contractors) contract provisions.
2. The State will ensure compliance with the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, for the collection, maintenance, use, and dissemination of information, whether in electronic or physical format, under the IGSA and this plan. The State will employ the appropriate physical, technical, and administrative safeguards, summarized below, to secure the information whether in electronic or physical format, from unauthorized access, use, or disclosure.

3. The State will only collect and use PII and SPII that is relevant and necessary to carry out the Direct Housing Assistance Program and Permanent Housing Construction, including but not limited to, aiding in the execution of and ensuring prevention of duplication of benefits from the State's Community Development Block Grant Disaster Recovery (CDBG-DR) programs. The State will not use the PII or SPII for any other purpose. The State will keep all assignment-related information strictly confidential and will comply with The Privacy Act of 1974 and contract provisions in the Department of Homeland Security Acquisition Regulations Class Deviation 15-01 and 3052.204-71. Any release of information from the State, related to the State's delivery of FEMA Temporary Direct Housing Assistance, shall be governed by the Federal Freedom of Information Act, 5 U.S.C. Section 552, as amended by Public Law No. 104-231, 110 Stat. 3048 and Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. Section 552a.
4. The State will only permit the sharing of PII and SPII with State and Local officials that have an authorized need to know. The State will not disclose PII or SPII to any other third party without express permission from FEMA. Any information sharing request will be reviewed by FEMA Office of Chief Counsel and/or FEMA Privacy Branch. Any contract or agreement for direct housing with a COG, local entity, or other contractor will include the same responsibilities for the collection, maintenance, use, and dissemination of information, whether in electronic or physical format, under the IGSA and this plan.
5. The State will also ensure that all staff and any contractor and sub-contractor delivering direct housing understand their responsibilities in protecting and safeguarding PII and SPII by completing the DHS web-based privacy awareness training course: Privacy at DHS: Protecting Personal Information, found on the DHS website: <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.
6. The State will comply with requirements in the TAC Title 1, Part 10, Chapter 202, regarding privacy & security. However, if a conflict arises between the provisions in TAC Title 1, Part 10, Chapter 202 and FEMA/DHS privacy and security requirements, including but not limited to, the Privacy Act and the provisions in the contract clauses: Homeland Security Acquisition Regulations (HSAR) Class Deviation 15-01 (Safeguarding Sensitive Information) and HSAR3052.204-71 (Contractors), FEMA/DHS regulations and policies and applicable federal statutes control.

## **4.2 Physical, Technical, and Administrative Safeguards for PII and SPII**

### **4.2.1 Definitions**

- a. **The Privacy Act** is a public law which codifies fair information practices that regulate the collection, maintenance, and dissemination of personal information about individuals (PII and SPII) that is maintained in the records of federal agencies. The Act prohibits the disclosure of information relating to individuals that would lead to unwarranted invasions of their privacy. All parties handling information from a federal agency record are required to follow the information practices in The Privacy Act, including agency employees, contractors, consultants, etc.

- b. **Personally Identifiable Information (PII)** refers to information which can be used to distinguish or trace an individual's identity or any other information that alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual. Examples of PII collected, maintained, and disseminated for use in the Direct Housing Assistance program include: names, telephone numbers, email addresses, home addresses, Social Security Numbers (SSN), Alien Registration Numbers, account numbers, FEMA Registration Identification Numbers, Driver's License numbers, personal financial information, and so on.
- c. **Sensitive Personally Identifiable Information (SPII)** is information that presents a special danger for substantial harm, embarrassment, inconvenience, or unfairness to the individual if lost, compromised, or disclosed without authorization. The Privacy Act and DHS/FEMA regulations require stricter handling guidelines for using and safeguarding SPII: duplication of SPII is limited, SPII on electronic media must be secured, and SPII in hard-copy forms must be physically protected. Examples of SPII include: Social Security Numbers, Alien Registration Numbers, financial information, and biometric identifiers, e.g. fingerprints and iris scans. PII such as citizenship or immigration status, financial information, account passwords, date of birth, and medical information, coupled with the identities of an individual are considered SPII. The content of PII may also determine its sensitivity.

#### 4.2.2 Guidelines for Safeguarding PII and SPII

##### a. Collecting and Accessing PII and SPII

- Access will be based upon having an official need to know basis, i.e., when the information relates to official duties. Access is limited only to the PII and SPII needed to perform necessary job duties.
- PII shall be used for approved purposes only.
- PII will never be left in the open. All parties will ensure that casual visitors, passersby, and other individuals without an official need to know cannot access or view documents containing PII, e.g. activate computer screen savers, have intra-office or telephone conversations regarding PII in a private place, never post PII on the intranet or other sites that can be accessed by others who do not have a need to know, etc.

##### b. Sharing PII and SPII

- PII and SPII will only be shared with recipients with an official need to know.
- The sharing of PII and SPII electronically shall be done only through any of the following:
  - Password-protected compact disc;
  - Password-protected pdf file (sent via e-mail); or
  - Password-protected Excel spreadsheet (sent via e-mail).
- Emailing of PII and SPII shall be within an encrypted attachment with the password provided separately by phone, email, or in person. Before sending PII by email, confirmation of correct email address will be confirmed.
- PII and SPII will never be emailed to personal email accounts.

##### c. Using and Safeguarding PII and SPII

- Documents containing PII or SPII will be secured in a locked desk drawer, file cabinet, or safe when not in use. PII and SPII will not be left on desks, printers, fax machines, or copiers. When using PII or SPII, it will be kept in an area where access is controlled and limited to persons with an official need to know.
- The Privacy Data Cover Sheet will be placed over all PII or SPII documents.
- When PII or SPII is ready to be disposed of, it will be shredded with a cross-cut shredder or it will be placed in a locked, sensitive but unclassified bin for destruction. PII and SPII will not be recycled or placed in garbage containers. Disposing of PII or SPII saved, stored, or hosted on portable electronic devices, such as laptops, USB flash drives, and other external hard drives will be done by, sanitizing these devices, including computer drives, according to security standards.

d. Reporting Privacy Incidents:

- A breach of information is a loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII and SPII. If PII OR SPII is lost, unintentionally released, misused, or unauthorized access allowed or suspected or confirmed, the breach will be immediately reported to **FEMA Privacy Office: FEMA-Privacy@fema.dhs.gov or 202-212-5100.**
- Remediation will be considered and offered to individuals with compromised data.

#### 4.3 Process for Data Sharing

FEMA and State of Texas data systems will exchange data and information to deliver FEMA's Direct Temporary Housing Assistance Program. These exchanges will be secured and protected under a three-phase process that meets Federal and State protection standards as outlined in the IGSA. The three phases are as follows:

Phase 1 will consist of:

- Embedding FEMA Housing Unit Group Supervisors (HUGS) with the State to extract and enter data and information from FEMA's information technology systems for use by the State and its sub-contractors to process direct housing applications, including Housing Operations Enterprise System (HOMES) and Callout and Review System (CARS). Phase 1 will remain in place until the State has vetted personnel under the Federal cybersecurity contract provisions summarized in (HSAR) Class Deviation 15-01 (Safeguarding Sensitive Information March 2015) and HSAR3052.204-71 (Contractors) to allow direct access to FEMA systems;
- All data directly exchanged between FEMA and the State during Phase 1 will be in the form of encrypted and password protected Adobe PDF files. These files can be exchanged via email with passwords sent under separate FEMA cover;
- The organization responsible for securing and protecting PII or SPII sent from FEMA to the State or COG and/or local entity shall be FEMA. The State, however, will be responsible for securing and protecting PII and SPII once it has been received from FEMA and opened and when the State exchanges Direct Housing PII or SPII with the COG and/or local entity or

FEMA. The State shall ensure its contractors, sub-contractors, and contractor employees safeguard PII and SPII under a process that meets Federal and State standards; and

- In the event any organization other than the State requests direct access to PII or SPII in FEMA systems, a data sharing agreement or request and approval under FEMA's Privacy regulations would be required.

Phase 2 will commence when personnel identified by the State have been cleared for direct access to FEMA information technology systems and CARS data capture forms have been completed, tested, and approved by both FEMA and the State. General phase two process is as follows:

- Initial eligibility housing determinations will be sent to the State by FEMA Contractor Officer Representatives (CORs) in emails with attached encrypted and password protected Adobe PDF files;
- State personnel will use email delivery of encrypted and password protected Adobe PDF files to return completed housing solution "packages," to include completed site inspection reports (SIRs), site drawings, etc., to the COR; and
- State personnel with approved access to FEMA information technology systems will enter data points into CARS to track and report the status of housing assistance solutions.

Phase 3 will commence if and when the State implements an internal Direct Housing information technology system that meets government cybersecurity requirements necessary to exchange and house data with FEMA information technology systems, including HOMES. If and when this does occur, the process for exchanging data will be as follows:

- Initial eligibility housing determinations will be sent to the State by FEMA Contractor Officer Representatives (CORs) in emails with attached encrypted and password protected Adobe PDF files;
- The State enters appropriate data from PDF files into the Texas Direct Housing information technology system; and
- Data points to track and report the status of direct housing assistance will be transferred directly from the Texas Direct Housing information technology system to FEMA information technology systems.

## **5.0 Duplication of Benefits**

### Direct Temporary Housing and Additional Living Expenses

The State will, as a part of its processes, incorporate a verification form that determines whether an applicant has utilized Additional Living Expenses (ALE). If it is discovered that an applicant has utilized ALE, then the State, the COG and/or local entity will inform FEMA when the applicant is placed in or vacates a direct temporary housing assistance option.

A duplication of benefit (DOB) may occur when an insured direct temporary housing occupant receives ALE or Loss of Use (LOU) insurance benefits that cover the cost of renting alternative housing. 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. 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. FEMA will only collect payments until the total amount of the ALE or LOU insurance has been exhausted or the occupant vacates the direct temporary housing unit (THU), whichever is first. IGSA, Attachment 1, Duplication of Benefits, pg. 20.

#### PHC-Repair and CDBG-DR

The State shall use information shared under the IGSA only for the purpose intended of implementing the Direct Temporary Housing options and PHC, including but not limited to, ensuring prevention of duplication of benefits from the State's Community Development Block Grant Disaster Recovery program (CDBG-DR).

The State and FEMA agree that applicants for PHC-Repair should not include those applicants whose properties may eventually be eligible for elevation or a buy-out. The State 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. IGSA, Attachment 1, Permanent Housing Construction Repairs: Terms and Conditions, Eligibility Conditions, Section 8, pg. 28.

#### PHC-Repair and SBA Loan

Prior to receipt of PHC-Repair, FEMA will confirm whether the applicant has received an SBA loan. If so, FEMA will communicate to the applicant that PHC-Repairs may reduce SBA loan eligibility and may result in a return of loan funds prior to providing applicant as eligible for Direct Housing Assistance to the State.

#### PHC-Repair and STEP (State branding: Partial Repair and Essential Power for Sheltering (PREPS))

The State will ensure that there is no duplication of benefits between emergency work provided under the Sheltering and Temporary Essential Power (STEP) program branded by the State as PREPS, and PHC-Repair assistance. FEMA will only reimburse for specific line item repairs for a property under PHC-Repair or STEP, not under both options. The State will communicate with eligible PHC



applicants and report to FEMA the mechanism for doing so within thirty (30) days of initiating the PHC-Repair program. IGSA, Attachment 1, PHC Repair Conditions, Section 2, pg. 28.

The State will communicate with applicants that acceptance of STEP/PREPS may make them ineligible for PHC-Repairs.

The State will coordinate with any contractor to ensure that any line items repaired under STEP/PREPS will not be repaired under the PHC-Repair program.

#### PHC-Repair and FEMA Repair and Replacement Financial Assistance

PHC-Repairs represents a DOB with FEMA financial housing assistance (repair and replacement). Applicants eligible for PHC-Repairs who choose to participate must provide documentation of the use of any previously provided financial assistance for repair and replacement, and return all unused previously awarded financial housing assistance for repair or replacement to FEMA. Alternatively, the applicant can receive direct temporary housing assistance and keep any financial assistance for repair or replacement. IGSA, Attachment 1, Permanent Housing Construction Repairs: Terms and Conditions, Eligibility Conditions, Section 6, pg. 27.

The State will communicate with applicants that acceptance of PHC will require the return of financial assistance for repair or replacement to FEMA and failure to return the funds could lead to recoupment action.

## **6.0 Applicant Communications**

### **6.1 Communications Plans**

The State will provide information on how to coordinate and implement applicant communications to include:

#### **6.1.1 Applicant Contact Plan**

The call center caseworkers shall take the following actions that correlate with the performance standards specifically outline in the IGSA:

- Initial contact shall be established with each applicant within 10 (ten) days of referral from FEMA;

- If the State determines any changes to the applicant’s FEMA eligibility determination or housing solution is warranted, the applicant shall be informed of the substance of those changes and the reasoning behind them;
- Inform each applicant of their final eligibility determination and housing solution as approved by FEMA;
- Inform each applicant of the status of their short-term housing solution during any interim period between final eligibility and completion of the short-term housing solution;
- Interface with each applicant to ensure that they are aware of and fully understand their specific housing solution and the applicable timelines for each;
- Interface with each applicant to conduct continued assistance verifications within 30 (thirty) days of providing the applicant with temporary housing for submission to FEMA;
- Support each applicant to ensure progress from short-term housing solution to a permanent housing solution, using FEMA’s recertification process as a model; and
- Ensure that each applicant is made aware of any future efforts to extend the program and the potential implications that extension may have on the applicant.

In addition to the requirements outlined above, caseworkers shall maintain contact with an applicant in the manner necessary to facilitate that applicants final housing solution. A broad outline of this communication is outlined below in Section 6.1.3, but these processes and procedures will continually be adapted to ensure efficiency.

### **6.1.2 Call Center**

Call centers, as the epicenter of all applicant relations, will be an imperative part of implementing all Temporary Direct Housing Assistance contained in the IGSA. To date, one larger call center will be established to house initial caseworkers that will handle all applicants up and until they are licensed into their final housing solution. However, primary caseworkers – those dealing specifically with an assigned applicant file- will be based locally and shall handle applicant relations either through a smaller call center or with direct office contact.

The State and FEMA shall, depending on capacities and capabilities of each COG and/or local entity, supplement the primary and secondary call centers with necessary support to ensure all applicant casework is handled efficiently.

### **6.1.3 Case Work**

Although processes and procedures for each program will be unique, the following presents a valid example of how applicant case work will flow through FEMA, the State, and the COGs and/or local entities.

### FEMA

FEMA shall conduct a Pre-Placement Interview (PPI) with the list of eligible applicants and established a prioritized list of potential housing solutions for each individual applicant that has not already utilized other housing options. Once a prioritized list has been established, the FEMA Contract Officer will forward the applicant list to the State with a priority checklist for sorting.

### The State

The State, upon receiving applicant documentation from FEMA, shall share appropriate applicant documents within FEMA information technology systems. Shared information will be sorted by the respective COG and or local entity and forwarded. All information exchanged and transferred during these processes will strictly adhere to all PII and SPII guidelines outlined in the IGSA.

### COG and/or Local Entity

Once information has been received from the State, each COG and/or local entity will assign a primary individual caseworker to each applicant who will, at a minimum, contact the applicant to assess the housing solution priority checklist. The following actions shall be taken as they correspond with each housing solution:

- MHU/RV: The caseworker will schedule a Site Inspection Report and 811 mark-ups with the applicant; or
- Direct Lease or MLRP or after a completed Site Inspection Report has been received: The caseworker will package and send all relevant paperwork to the State for final determination by FEMA; or
- Permanent Housing Construction: The caseworker shall document the reason for the selection and send to the State for final determination by FEMA.

Once FEMA has rendered its final determination of approval, the caseworker will begin matching households with appropriate MHU, RV, Direct Lease, or Multi-Family Lease and Repair properties based on household composition and other requirements. For any applicants that qualify for Permanent

Housing Construction, the caseworker shall work to coordinate contractor meetings to begin the process. At this point in the process, the caseworker will contact the applicant to inform them of the final housing solution and provide a timeline for those events to occur.

During all steps occurring after the applicant is informed of a final decision and when the applicant is leased into their housing solution (haul and install, construction, etc.) the caseworker shall remain in reasonable contact with the applicant to answer questions and address concerns. Once it is determined that an applicant is ready to move into their housing solution, the caseworker will establish contact and relay all relevant details related to the licensing in aspect of the program.

After licensing in of the applicant has occurred, the caseworker shall forward all certification documents to the State who must then provide those to FEMA within 7 (seven) days. Once an application has been certified and leased into their housing solution, the case shall be transferred to a secondary caseworker.

The secondary caseworker is a locally based case manager who will do the following:

- Call the applicant within 30 (thirty) days of certification to establish a Permanent Housing Plan with the applicant;
- Coordinate the scheduling of in-home eligibility and compliance visits every thirty to sixty days until program completion or until the applicant has achieved their Permanent Housing Plan; and
- Coordinate with the HHSC case workers and long-term recovery groups to address additional problems as they arise.

## **6.2 Communications Management**

The State, COGs, and/or local officials will use FEMA's recertification processes as a model to determine the frequency and timing of communications with applicants. The State will leverage existing communications channels they have established with the COGs and/or local entities to ensure unity of effort for implementing the direct temporary housing options.

The success of communications depends on the following factors:

- A designed flow of information and communication;
- COG and/or local entities messaging support and amplification from State and FEMA; and
- Clear, concise and, consistent strategic messaging across phases.

## 7.0 Timeframes, Milestones, and Performance

### 7.1 Performance Management

The State will work with COGs and/or local entities, FEMA, and property management companies to monitor the implementation progress of this program option and to ensure compliance with the IGSA. The below example outlines the applicable performance measures for the direct housing program and PHC:

Direct Housing Option	Milestone	Target Completion Timeline
All	Initial contact with the applicant	Within 10 business days of the referral from FEMA
All	Recommended changes to FEMA’s initial eligibility determination or housing solution	Within 30 business days of contact with the applicant
Direct Lease	Applicant placed into direct lease program option is provided temporary housing	Within 30 business days of FEMA approval of the final housing solution for the applicant
MLR	Identify, assess, make selections, and begin contracting with MLRP properties	By November 21, unless extended by FEMA
MLR	Applicant placed into multifamily lease and repair program option is provided temporary housing	Within 120 days of FEMA approval of the final housing solution for the applicant
MLR	Coordinate with FEMA on the end of program or potential need for an extension of the program	Within 90 days of February 25, 2019

**Table 1: Performance Management Milestones and Target Completion Date**

## 8.0 Quality Assurance

The State abides by state purchase and payment policies as identified at

<https://fmx.cpa.state.tx.us/fm/pubs/payment/index.php>.

### 8.1 Audit Requirements

8.1.1 State Procedures for CFR Compliance. The State audit requirements will be in accordance with Chapter 2 of the U.S. Code of Federal Regulations, Part 200 (2 CFR 200, Subpart F) and any applicable state or federal audit requirements. As outlined in the IGSA, any updates or changes to policies in procedures as this program develops shall be published to all parties. These updates and changes shall encompass audit and closeout and will be added as addendums to the Administration Plan when completed.

8.1.2 State Audit Requirements. The State requires local governments, agencies and most other entities that expend \$750,000 or more in total federal awards to have an audit conducted in accordance with the Uniform Grant Guidance (UGG; federal recipients).

- a. Point of Contact for conduction single audits: The Statewide Single Audit is conducted annually for the State of Texas (State Auditor’s Office – SAO). It ensures that the State is following (1) the Single Audit Act Amendments of 1996 and Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and (2) state statute requiring that an audited CAFR be provided to the Governor (Texas Government Code, Section 403.013(c)).
- b. Pursuant to Texas Gov’t Code Chapter 2262, the COG and/or local entities agrees that all relevant records relating to the administration of any programs pursuant to the IGSA and any work product produced, including the records of any Subcontractors, shall be subject to Administrative and Audit Regulations. The COG and/or local entities agrees that all relevant records related to the administration of any programs pursuant to the IGSA shall be subject at any reasonable time to inspection, investigation, examination, audit, and copying at any location where such records may be found, with or without notice by the State of Texas Auditor’s Office, the Texas General Land Office, any contracted examiners, the Texas Attorney General’s Office, or other governmental entities with necessary legal authority. In addition, FEMA, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.
- c. In addition, FEMA, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.
- d. The State reserves the right to perform periodic on-site monitoring of the COG’s and/or local entity’s performance under the terms of any agreement entered into for the purpose of administering the housing programs pursuant to the IGSA. After each monitoring visit, the State shall provide the COG

and/or local entities with a written report of its findings. If the monitoring note reports deficiencies in the COG and/or local entities performances, the monitoring report shall include requirements for the timely correction of such deficiencies by the COG and/or local entities. Failure by the COG and/or local entities to take the action specified in the monitoring report may cause for suspension or termination of any standing contractual agreements.

- e. The COG and/or local entities, upon gaining approval from the State, may conduct an annual financial and compliance audit of funds received and performances rendered.
- f. The State shall have the right, at any time, to perform or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of the COG and/or local entities, using an auditor of the State's choosing.

## **8.2 Federal Audits.**

8.2.1 The Department of Homeland Security Office of Inspector General (OIG) may audit, at their discretion, the State and any COGs and/or local entities. The State and any COGs and/or local entities will adhere to all requirements and responsibilities for reporting, tracking, resolution, and closure of audit findings, observations, and recommendations, as appropriate. The State and any COGS and/or local entities will ensure appropriate corrective actions are developed and implemented to resolve and complete audit findings and recommendations in accordance with established guidelines and requirements.

8.2.2 General Accounting Office (GAO) Audits. The GAO provides auditing, evaluation, and investigative services for the United States Congress. It is the supreme audit institution of the federal government of the United States. The agency exists to support the Congress in meeting its constitutional responsibilities and to help improve the performance and ensure the accountability of the federal government for the benefit of the American people. Given the magnitude of the damage caused by Hurricane Harvey and the complexity and significant amount of resources required for response and recovery efforts, the GAO will be a constant presence during this collective effort. The State and any COGS and/or local entities will ensure appropriate corrective actions are developed and implemented to resolve and complete audit findings and recommendations in accordance with established guidelines and requirements.

## **9.0 Invoicing**

### **9.1 Invoicing for FEMA Payment.**

9.1.1 Standard Forms 1034 and 1035 are required invoice templates for submitting to FEMA for payment. Each invoice submitted to FEMA shall contain the following information:

- a. The date of invoice submissions;
- b. Invoice date and number;
- c. Agreement number;
- d. Amount and Detail of the Services provided and work completed;
- e. Breakdown of the political subdivisions at which services were provided;
- f. Breakdown by service and associated Contract Line Item Number (“CLIN”);
- g. Itemized listing of all other charges;
- h. Supporting documentation; and
- i. Name, title, and phone number of person to notify in the event of a defective invoice.

**9.1.2 Invoicing to FEMA.**

The State may submit requests for payment from FEMA on Mondays, on an as-needed basis for approved costs by the State. FEMA shall review the request and remit payment within 10 (ten) business days of receipt. FEMA will approve an invoice or return an invoice to the State for correction within 14 (fourteen) business days.

**9.1.3 Invoicing to State.**

Each COG and/or local entities will submit documentation to support eligible expenses incurred in the completion of program activities. The State shall review and either reject or approve sub-recipient invoices in accordance with the Prompt Payment Law (Texas Government Code, Chapter 2251, Payment for Goods and Services), and/or the Governor’s emergency declaration. All approved invoices and supporting documentation shall be forwarded to FEMA in compliance with (ii).

## 10.0 Direct Lease Implementation Approach

The Direct Lease program contains four primary steps for executing this temporary housing option. (See Figure 1)



**Figure 1 – Key Steps**



Each of the steps required for effective administration of the Direct Lease Program, after FEMA provides final approval to implement, are outlined below. For a graphical representation of the Direct Lease Program, see Figure 2.

### **10.1 Step I – Identify Eligible Property Management Companies**

Option 1: COGs and/or local entities may opt to enter into agreements with Property Management Companies to locate available rental units with various housing and unit types in the approved areas. This selection process will utilize Request for Proposal procedures to evaluate potential property management companies. The selection of a property management company by the COG and/or local entities creates a sub-contractor relationship with applicable State monitoring.

Option 2: COGs and/or local entities may also opt to execute leases with property owners directly, as outlined in Step II. In this case, no Request for Proposal procedure for property management companies is required. If this option is utilized, the COGs and/or local entities, and their agreements with property owners, remain subject to State oversight.

### **10.2 Step II – Identify Potential Properties**

Option 1: The property management company will execute the lease agreements in accordance with the terms required by FEMA with the property owners to secure exclusive use of the units for direct lease assistance and inform the applicable COG and/or local entities once the lease has been secured.

Option 2: The COG and/or local entities will execute the lease agreements in accordance with FEMA terms with the property owners directly to secure exclusive use of the units for direct lease assistance.

Regardless of whether or not a property management company is utilized, all properties must comply with Housing Quality Standards (HQS) established by the U.S. Department of Housing and Urban Development (HUD). In sum, each property must provide complete and independent living facilities for one or more people, including permanent provisions for living, sleeping,

cooking, and sanitation. HQS requirements also outline that all utilities, appliances, and other furnishings must be functional.

After conducting an initial site visit and taking photographs and additional documentation required by the State, the COG and/or local entities will evaluate potential properties based on the following criteria, as described in the IGSA:

1. Cost to the Federal government. Properties with per-unit rent above 125% of the Fair Market Rate established by HUD must be approved by FEMA;
2. Landlord's demonstrated ability to manage and provide maintenance services;
3. Proximity to community and wrap-around services; and
4. Properties that are already accessible to eligible applicants with access and functional needs, or can easily be made accessible.

COGs and/or local entities should provide per unit monthly cost information to the State prior to executing lease agreements. If the estimated monthly cost per unit exceeds \$1,300.00 (one thousand three hundred dollars), the State must seek approval from FEMA prior to executing the lease agreement. Please see applicable request form in Appendix A.

COGs and/or local entities or property management companies will enter into a contract with the selected properties. The COG and/or local entities or property management company will ensure the following provision are contained within and agreed to in the leasing document:

1. A provision granting the State, as an administrator of FEMA Direct Housing Assistance, exclusive use of the housing unit(s) and sole discretion to identify and select occupants during the term of the lease agreement which will be no less than 18 months from the date of the declaration;
2. A provision granting the State, as an administrator of FEMA Direct Housing Assistance, the option to extend a properly executed lease, if FEMA extends the period of assistance beyond 18 months and gives express approval of the extension;
3. A provision granting the State, as an administrator of FEMA Direct Housing Assistance, the option of releasing the unit to the owner and ceasing all monthly payments for the unit at any time by providing thirty days' notice and express approval of the release from FEMA;
4. A provision allowing the COG and/or local entities to make reasonable modifications or improvements to the property to provide a reasonable accommodation for an eligible applicant with a disability or other access or functional needs; and

5. A provision incorporating a lease addendum containing FEMA's program conditions of eligibility and termination of tenancy and eviction into any lease between the property owner and the occupant.

The COG and/or local entities or property management company will conduct a final walk through of the property with the property owner prior to the applicant occupying a unit.

Within 7 (seven) business days of executing the lease agreement, the State must provide FEMA with the following documentation:

1. Copy of inspection record verifying compliance with HQS, and
2. Copy of the lease agreement by and between either the property owner and the COG and/or local entities or the property owner and the property management company.

### **10.3 Step III – Matching Applicants to Available Housing Units**

The applicable COG and/or local entities is responsible for conducting the management and oversight necessary to ensure each eligible applicant is offered a rental unit, that meets the applicants' needs, subject to final approval by FEMA.

Within 7 (seven) business days of executing the property lease, the State must provide FEMA with copies of the lease agreement signed between either the property owner and the COG and/or local entities or between the property owner and the property management company AND the leasing agreement by and between the applicant and the property owner. Please see Direct Lease Temporary Housing Agreement form in Appendix A.

### **10.4 Step IV – Applicant Occupancy**

The COGs and/or local entities will coordinate with the applicant to sign a temporary housing agreement. This agreement is between the applicant and the applicable COG and/or local entities. The COG/local entities will ensure this information is sent to the State and FEMA to be scanned into the applicant's file.

The COGs and/or local entities will inform the occupant of the need to establish a permanent housing plan no later than their first recertification visit. The COG and/or local entities will also ensure that the occupant is aware of the requirement to make progress towards achieving their

permanent housing plan to remain eligible for continued assistance. The COGs and/or local entities are responsible for ensuring that the applicant's eligibility is re-evaluated for consideration of continued assistance. The COGs and/or local entities will also ensure that termination of Direct Temporary Housing Assistance, when necessary, is implemented.

If an applicant violates the lease with the landlord, they will no longer be eligible for continued assistance. The COGs and/or local entities are responsible for coordinating with the Property Management Company to have the unit released back to the property owner in accordance with the terms of the lease agreement, unless the unit can be occupied by another eligible applicant.

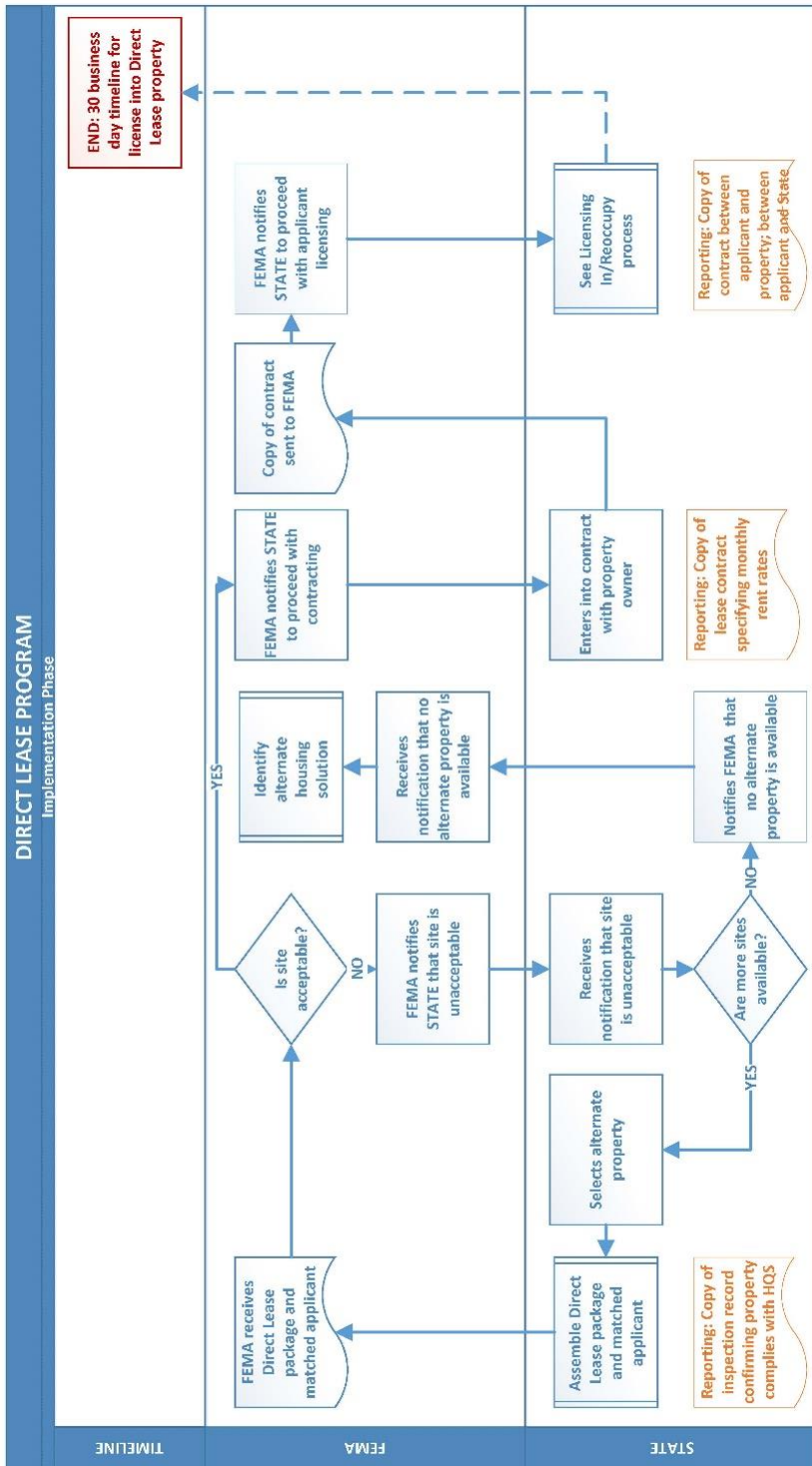


Figure 2: Detailed Steps in the Phased Approach

### 10.5 Prescribed Guidance and Forms:

- DR-4332-TX Direct Lease Fact Sheet;
- Direct Lease Job Aid;
- Direct Lease Temporary Housing Agreement;
- Request for use of Temporary Housing Units Above 125%;
- Direct Lease 30 Day Notice of Revocation;
- Direct Lease Notice to Owner of FEMA Termination Decision; and
- Direct Lease Notice to Owner of FEMA Termination Decision (End of Period of Assistance).

See Attachment A to access digital versions of guidance and forms listed above.

## 11.0 MLRP Implementation Approach

The Multi-Family Lease and Repair Program contains four primary steps for executing this temporary housing option.



**Figure 1 – MLRP Steps**

The four primary steps of the Multi-Family Lease and Repair Program are outlined as follows:

### 11.1 Step I: Identify Potential Properties

The State or COGs and/or local entities shall solicit information to identify available properties in and around the impacted area that could potentially qualify for use under the Multi-Family Lease and Repair Program. This phase shall serve as a baseline assessment of property availability.

11.1.1 FEMA, the State, or any sub-contractors working under either agency shall publish a Request for Information (RFI) based upon the requirements for temporary housing options. The purpose of the RFI is to provide a formal setting for parties who own properties that can potentially qualify for participation in the MLRP program to express interest.

11.1.2 The State will identify a process for coordinating contractors for State and COG and/or local entities implementation per Section 3.1, Roles and Responsibilities, which states that the State shall *procure all vendors and contractors for MHU/RVs and PHC for the COGs and/or local entities, in compliance with the federal procurement standards found at 2 CFR 200.*

11.1.3 To ensure sufficient procurement expertise, performance oversight, and quality controls, FEMA will pursue an initial RFI and work with the State to evaluate initial properties. The State shall cover contracting and lease transactions until the COGs and/or local entities have built sufficient capacity to perform these functions.

11.1.4 For the RFI, property owners must provide the following information:

- Complex name (if applicable), location, property owner name, and phone number;
- Verification that the landlord is current in the property's mortgage payments;
- Number of vacant units available for State administration of FEMA program use;
- Number of vacant units compliant with the Americans with Disabilities Act;
- Number of vacant units that contain a separate bathroom, kitchen, and living space;
- Descriptions of repairs and improvements required to make the units habitable;
- Projected length of time required to make the units habitable (from execution of lease agreement);
- History of the building's use;
- Date of construction (if known);
- Dates the building was used for multi-family housing;
- Rental rates during the last year of operation;
- Any applicable pet restrictions;
- The number of parking spaces (including accessible and van accessible) available for each unit if applicable; and
- Verification that the property is not located in a floodway, coastal high-hazard area, or Coastal Barrier Resource Unit.

11.1.5 The State will receive the responses to the RFI and analyze which properties are most likely to meet MLRP guidelines to provide the timeliest and most cost-effective means to provide direct assistance to eligible disaster survivors.

## **11.2 Step II: Conduct Feasibility Assessments to Evaluate Properties**

The COGs and/or local entities shall identify the scope of repairs and improvements required for each potential property, complete a cost and work estimate, and evaluate the property owner's ability to provide the necessary property management and building maintenance services. These feasibility assessments consist of an on-site inspection of the potential property and an interview with the property owner or owner's authorized agent. The following outlines these steps in more detail.

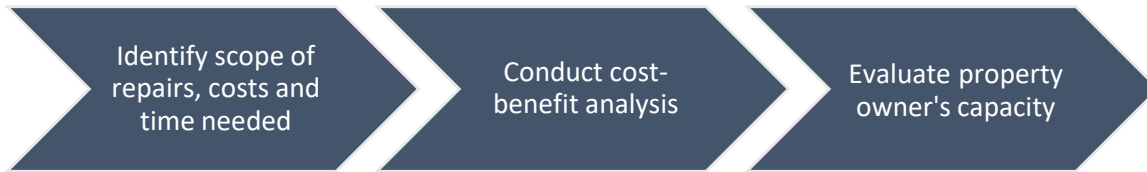


Figure 2

11.2.1 The COGs and/or local entities will procure personnel with the requisite construction, building inspection, and cost estimation expertise necessary to perform a detailed assessment of the property.

11.2.2 On-site inspections of potential properties include an initial inspection report that contains an estimation of time and cost for repairs. COGs and/or local entities should ensure completion of the following information to provide to the State and FEMA prior to leasing:

- EHP, MLR, and PHC Structure Forms, and
- MLRP Property Inspection Report.

11.2.3 The COGs and/or local entities shall determine the estimated cost of repairs by conducting an independent cost estimate for the necessary repairs and improvements or receive an estimate from a building contractor.

11.2.4 To determine the cost-effectiveness of a potential MLRP property, the COG and/or local entities will deduct the estimated cost of repairs and improvements from the value of the lease agreement.

- The MLRP Calculator is a recommended tool to determine the value of the lease agreement by multiplying the monthly Fair Market Rental rate by the number of months remaining between the date repairs are completed and the end of the 18-month period of assistance.
- The State will validate the cost-benefit analysis performed by the COG and/or local entities.
- The estimate total cost per unit is up to \$21,000.00 (twenty-one thousand dollars). If the cost estimate per unit exceeds \$21,000.00, the State will submit the cost estimate to FEMA for approval prior to leasing the property.

11.2.5 The COGs and/or local entities shall evaluate the property owner's ability to provide the necessary property management and building maintenance services by reviewing the following supporting documentation:

- Copy of the tenant lease to be used by the landlord along with information about any background check or other screening criteria, and
- Documentation verifying that the property owner has the ability to provide property management and maintenance services.



### 11.3 Step III: Leasing and Repairing Properties

The COG and/or local entities shall execute leasing agreements with the property owners of repaired properties to secure exclusive use of the units for providing direct assistance to eligible survivors.

### 11.4 Step IV: Occupancy

The COG and/or local entities, through active case management, shall connecting eligible applicants with specific properties. Applicants must sign a lease with the property owner and an agreement with the State as the administrator of FEMA Direct Housing Assistance in order to occupy the housing unit.

### 11.5 Step V: Leasing and Repairing Properties

This step involves the COGs and/or local entities executing lease agreements with property owners and repairing properties in order to secure exclusive use of the units for the purpose of providing direct assistance to eligible disaster survivors. Figure 2 shows the key activities for this step.



**Figure 2 – Step III Key Activities**

11.5.1 The COGs and/or local entities will execute lease agreements with property owners of multi-family rental properties located in Individual Assistance designated counties. These agreements will work to either house eligible applicants or make repairs or improvements to existing multi-family housing units in order to provide temporary housing to eligible applicants.

a. MLR Lease Addendum

11.5.2 The COGs and/or local entities will contract for property repair and improvements based on the repair scope identified in the MLRP Property Inspection Report.

a. All repairs must be consistent with current local building costs, standards, permitting, inspection requirements, and all applicable environmental planning and historic preservation laws and regulations.

b. Items will be repaired when feasible, but may be replaced with cost-effective or necessary to ensure health and safety of the occupant.

11.5.3 The State shall provide the following documentation to FEMA within 7 (seven) days of leasing a property for temporary housing:

- a. Completed MLR property inspection report;
- b. Itemized repair cost estimate;
- c. The State or COG and/or local entity's valuation of the lease, including methodology used;
- d. Copy of the tenant lease and application requirements; and
- e. A copy of the executed lease agreement and repair contracts, specifying the expenditures for repairs, rent, property management, and maintenance.

11.5.4 The COGs and/or local entities will provide oversight and construction monitoring throughout the repair process. This shall; be conducted in accordance with the schedule established in the lease agreement or contract. The COG (Contracting Officer) is responsible for resolving discrepancies in schedule, directing any requirement for corrective actions, and approving change orders.

11.5.6 Upon completion of the repairs and improvements, the COG and/or local entities will obtain and provide to the State copies of documentation from local code enforcement officials which verifies all applicable building construction and occupancy codes have been satisfied. The COG and/or local entities will perform a visual inspection of each unit and all common areas.

11.5.7 Within 14 (fourteen) days of completing repairs, the State will provide FEMA with the following documentation:

- a. Invoices documenting the expenses incurred for repairs and improvements;
- b. A copy of the occupancy certificate issued by the local government; and
- c. A copy of the lease agreements signed between the applicant and the property, and the applicant and the State for each applicant.

## **11.6 Step VI: Occupancy**

This step involves connecting eligible applicants with specific properties and is outlined as follows:

11.6.1 The COG and/or local entities will maintain a list of all available MLR units with unit size and bedroom details. For applicants that qualify for a lease option this list will be provided to the applicant to inform feasibility of the units available for occupancy.

11.6.2 COGs and/or local entities will ensure that the applicants are notified of any requirements established by the property owner, such as a background check, and provide the property owner's contact information to applicants.

11.6.3 In addition to signing a lease with the property owner, the COG and/or local entities will ensure that applicants also fill out the required FEMA Temporary Housing Agreement Form in order to occupy the housing unit.

- a. Required Template: Temporary Housing Agreement, FEMA Form 009-0-135

11.6.4 The COGs and/or local entities will monitor the progress that MLRP occupants are making towards obtaining and occupying permanent housing within the 18 month period of assistance, based on the conditions outlined by FEMA's regulations at 44 C.F.R. 206.114 and FEMA Standard Operating Procedure: Direct Temporary Housing Recertification and Closeout.

11.6.5 FEMA is responsible for ensuring that the termination of direct assistance, when necessary, is implemented in accordance with FEMA statute, regulation, and policy.

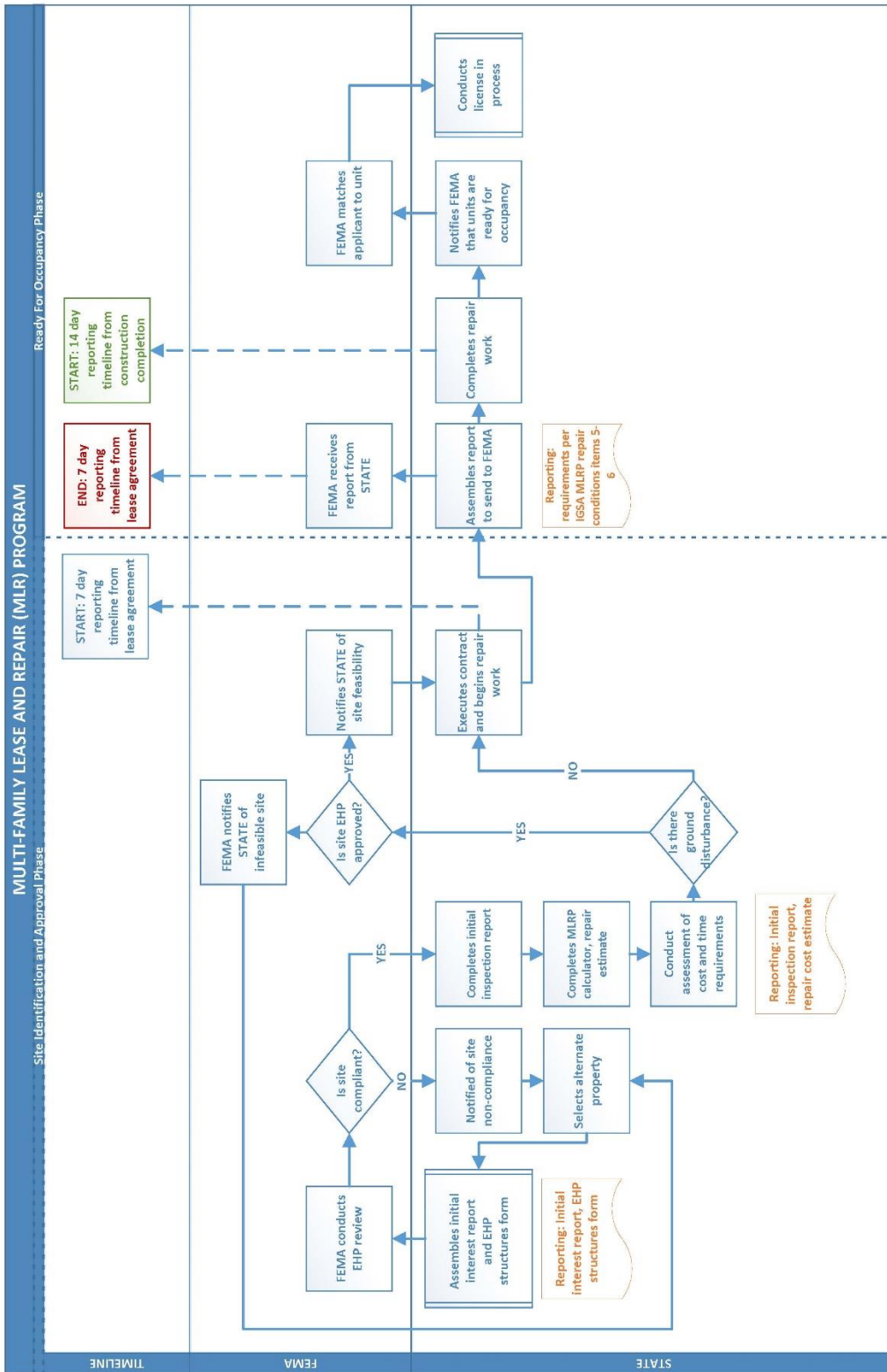


Figure 4 – Detailed Steps in the Phased Approach

### 11.6 Prescribed Guidance and Forms:

1. DR-4332-TX Fact Sheet MLR;
2. MLR Job Aid;
3. EHP MLRP and PHC Structures Form;
4. MLRP Property Inspection Report;
5. MLRP Calculator;
6. MLR Rating Sheet Guidance Package;
7. MLR Rating Sheet;
8. MLR Cost Estimator;
9. MLR Contract Terms and Conditions;
10. MLR Lease Addendum;
11. Residential Lease Agreement Template Land Lord Tenant;
12. MLR Temp Housing Agreement FF 009-0-135;
13. Ready for Occupancy Status FF 009-0-129;
14. Receipt for 30 Day Notice of Revocation;
15. Notice to Owner of FEMA Decision to Terminate Occupancy; and
16. Notice to Owner of FEMA Decision to Terminate Occupancy (End of Period of Assistance).

Refer to Attachment B for digital versions access digital versions of guidance and forms listed above.

## 12.0 MHU and RV Implementation Approach

The MHU/RV program contains four primary steps (Figure 1) for executing this temporary housing option.



**Figure 1 – MHUs/RVs Steps**

Each of these distinct steps is outline as follows:

### 12.1 Step I – Identify Contractors

The State shall, in accordance with Section 3.1 of this document, procure all vendors and contractors for MHU/RVs and PHC for the COGs and/or local entities. All of the procurements conducted under this section shall remain in compliance with the federal procurement standards at 2 CFR Part 200.

## **12.2 Step II – Site Selection**

The State will work with the applicant and the COGs and/or local entities to determine if the MHU and/or RV will be placed on a private, commercial, or group site. Once a site is determined, FEMA, the State or the COGs and/or local entities shall assess the potential MHU site for installation feasibility and instruct the applicant to establish a utility account when applicable.

FEMA will conduct tailored environmental and historic preservation reviews depending on the selected site type. The results of these reviews shall be forwarded to the State and placed in the applicant file.

## **12.3 Step III – Site Inspection**

The site inspection may be performed by the State or COG and/or local entity staff, or a contractor. The site inspector must meet the applicant at the site, confirm their identity as an inspector to the applicant and verify the applicant's identity. The inspector will then collect the applicant's signature on FEMA Form 010-0-10, Landowner's Authorization Ingress Egress Agreement to allow access to the contractor. The site inspector will then complete the site inspection and determine whether or not the site is feasible. If feasible, the site inspector will prepare a diagram of where the unit is to be placed, identifying the utility connections and any notable impediments on the site. The State will submit the completed Site Inspection Report ("SIR") to FEMA for EHP review and final approval. The State or COG and/or local entities is responsible for ensuring quality assurance is performed to ensure site determinations are accurate and sufficient information is consistently gathered during the site inspection process to minimize avoidable installation delays.

## **12.4 Step IV – Installation and Occupancy**

Upon approval from FEMA, the COG and/or local entities will give the contractor a work order to commence the haul and install of the unit to the approved site.

During the installation process, the contractor will coordinate all permitting requirements and work with the applicant, the local utility company, and local officials to establish utility accounts and make the unit Ready for Electric (RFE). After the unit is installed and all utilities connected, the COG and/or local

entities and the contractor will do a walkthrough of the unit and complete the FEMA Form 009-0-129 Ready for Occupancy Status. These documents shall be added into the applicant file.

The COG and/or local entities and the applicant will complete a walkthrough of the unit and the applicant will sign the FEMA Form 009-0-5, Revocable License (FEMA Form 009-0-6 for Spanish) and receipt for occupancy. This form shall be added into the applicant file.

### **12.5 Step IV – Deactivation**

The State or COG and/or local entities shall, prior to each of the following events, contact FEMA for approval:

- Termination of MHU/RV assistance prior to the end of assistance or charge penalty fees;
- Revocation of the housing agreement and requiring an occupant to vacate due to established eligibility violations;
- Disposing of MHUs will be done in accordance with 408 of the Stafford Act:
  - Offer to sell the unit to the primary occupant at the Adjusted Fair Market Value (AFMV), which is the fair market value minus a standard deduction of the average deactivation cost (if a profit is gained, will provide the funds to FEMA (through the State); or,
  - Donate occupied units “as is” and “where is” to a local government agency or a voluntary organization.
- RVs will neither be sold or donated for continued use as temporary housing. RVs will be disposed of under FEMA Personal Property Manual 119-7-1.

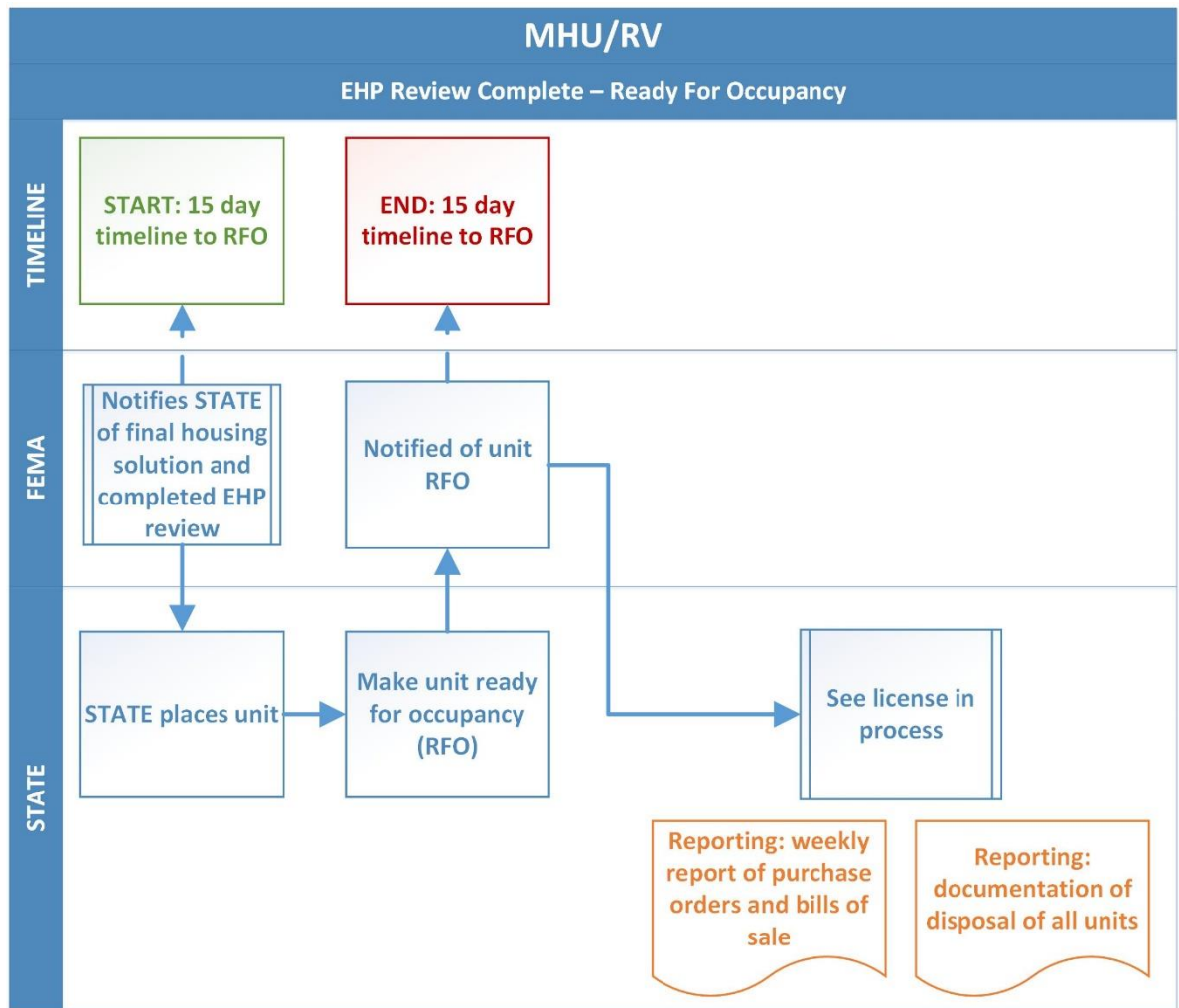


Figure 2 – Detailed Steps in the Phased Approach



## 12.6 Prescribed Guidance and Forms:

### MHU and RV forms prescribed for private and commercial sites:

- DR-4332-TX Fact Sheet MHUs RVs;
- MHU / RV Job Aid;
- Unit Pad Requirements - Information Checklist FF 009-0-137;
- Request for the Site Inspection FF 010-0-09;
- Landowner's Authorization Ingress Egress Agreement FF 010-0-10;
- MHU Inspection Report FF 009-0-138;
- Ready for Occupancy Status FF 009-0-129;
- Living in a MHU in the Floodplain;
- FEMA Health and Safety advisory for Occupancy in the Floodplain;
- MHU Maintenance Work Order FF 009-0-130; and
- MHU Depreciation Calculator FF 009-0-131.

### MHU and RV forms prescribed for commercial sites only:

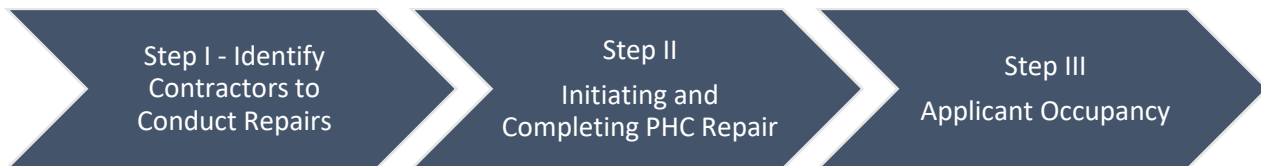
- Example of commercial pad lease;
- Example blanket purchase agreement for commercial site;
- EHP Memo for MHU Mission - Commercial Sites;
- Wrap-Around Services for Temporary Housing Group Site \_ Synopsis Paragraph;
- Wrap Around Services for Temporary Housing Group Sites Memo; and
- Template for Commercial Park rules.

Refer to Attachment C to access digital versions of forms and templates listed above.

## 13.0 PHC-Repair Implementation Approach

### 13.1 Conditions of PHC-Repair:

The PHC Repair program follows three primary steps (Figure 1).



*Figure I – PHC Repair Primary Steps*

Each of these distinct steps is outlined as follows:

### **13.2 Step I – Identify Contractors**

The State shall, in accordance with Section 3.1 of this document, identify all vendors and contractors for MHU/RVs and PHC for the COGs and/or local entities. The COGs and/or local entities shall then, using the qualified pool of vendors procure in compliance with federal procurement standards at 2 CFR §§ 200.318- 200.326.

### **13.3 Step II – Initiating and Completing PHC Repair**

FEMA will provide the State with the eligible applicants for PHC whose homes are feasible to repair when:

- a. The repairs are estimated to be completed within 90 days or less from the start of the repair work;
- b. Damages are less than fifty percent of the market value prior to the disaster; and
- c. The estimated labor and materials costs are less than \$60,000 unless approved by FEMA.
  - i. FEMA may approve an increase to the cap up to 25% for access and functional needs related costs.

A home is **not** eligible for PHC-Repair when the State identifies:

- a. The home requires repairs to structural elements (e.g. foundation, frame) or other items requiring architectural or engineering services;
- b. The home requiring repairs with estimated costs that exceed fifty percent of the market value of the structure before the damage occurred; or
- c. The home is determined 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.

Refer to additional eligibility criteria in the IGSA.

### **13.4 Step III – Applicant Occupancy**

The COG and/or local entities will schedule a walk-through with the applicant five (5) days prior to the move-in date to ensure that the dwelling is safe, sanitary, and functional and will advise the applicant that essential utilities need to be activated.

During the day of the walk through or on the move-in date, the COG and/or local entity will meet the applicant at the repaired home to complete the applicant acknowledgement of the PHC Repair. The COG and/or local entities will provide FEMA with date of repairs completed.

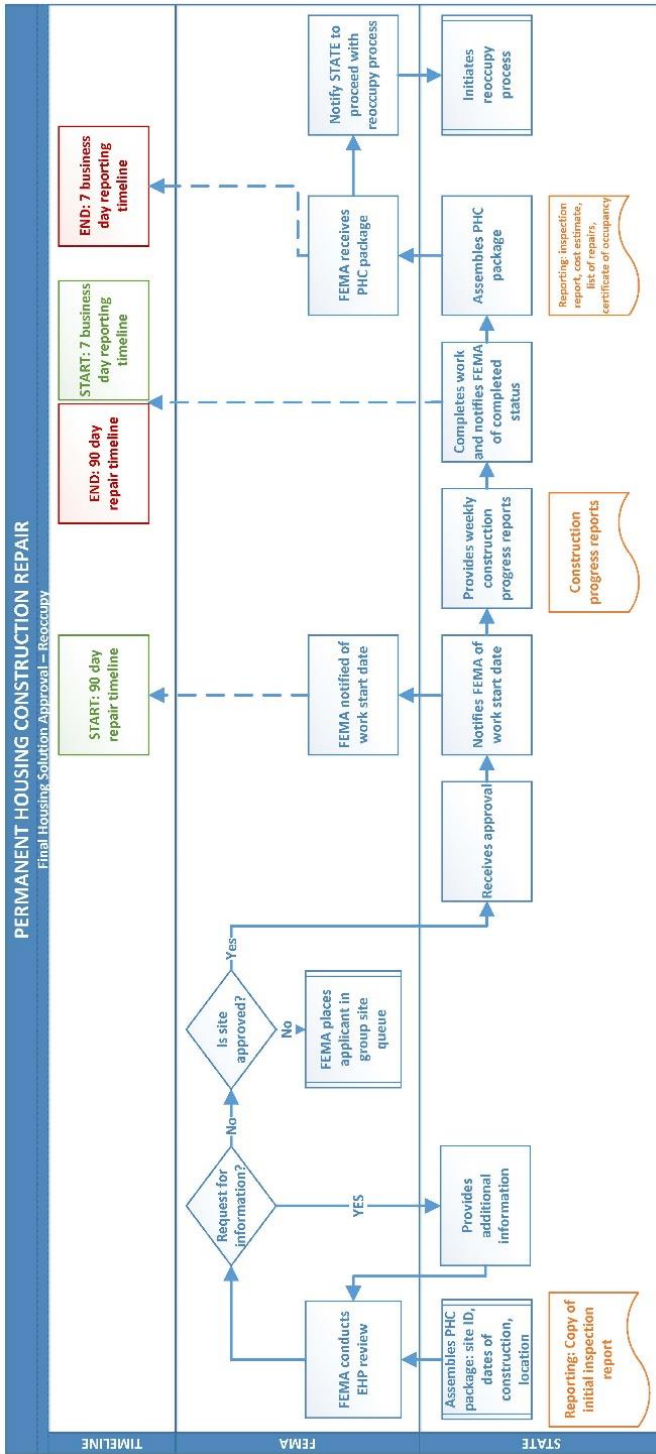


Figure II – Detailed Steps in the Phased Approach

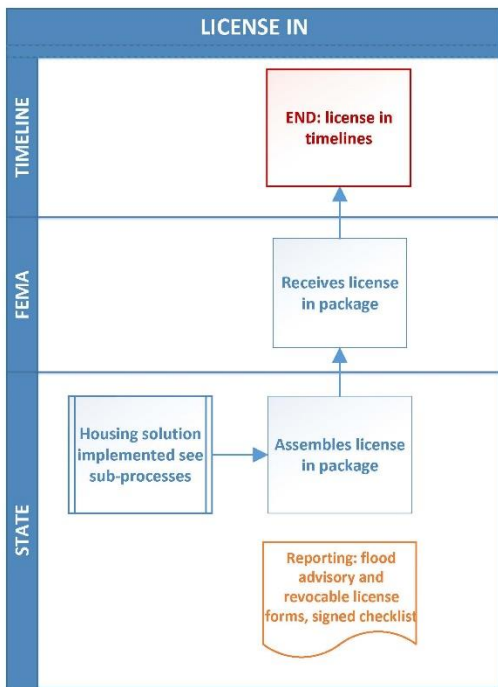
**13.5 Prescribed Guidance and Forms:**

- DR-4332-TX Fact Sheet PHC;
- Landowner's Authorization Ingress Egress Agreement FF 010-0; and
- EHP MLRP and PHC Structures Form.

Refer to Attachment D to access digital versions of forms and templates listed above.

**14.0 License In**

Once the housing option is approved by FEMA and the State, applicants will be licensed into to their identified option using the Licensing Job Aid (included in Attachment E) provide by the FEMA and/or the State. Information associated with licensing in must be provided back to the State and FEMA for entry in the system of record.



**Figure 3: Detailed Steps of the Licensing In Process**

**14.1 Prescribed Guidance and Forms:**

- License In Process Job Aid;
- Revocable License (English) FF 009-0-5; and
- Revocable License (Spanish) FF 009-0-6.

Refer to Attachment E for access digital versions of guidance and forms listed above.

## **15.0 Continued Direct Temporary Housing Assistance (Recertification):**

Once an individual is provided a temporary housing solution as outline in the IGSA, the COGs and/or local entities will continue to provide casework support to the applicant on a monthly basis to ensure the applicant is working to secure a permanent housing solution within the 18 month direct housing period of performance. Casework assistance may include assisting the applicant in identifying any barriers or limitations to a permanent housing plan (PHP) as well as connecting the applicant with the long-term recovery groups and disaster case management.

Recertification, the process of determining and documenting the applicant's continued eligibility for temporary housing, includes casework that documents contact with the applicant, progression of their permanent housing plan, housing resources, housing referrals, etc. A standard operating procedure for Continued Direct Temporary Housing Assistance Recertification and Close Out is include in Attachment F.

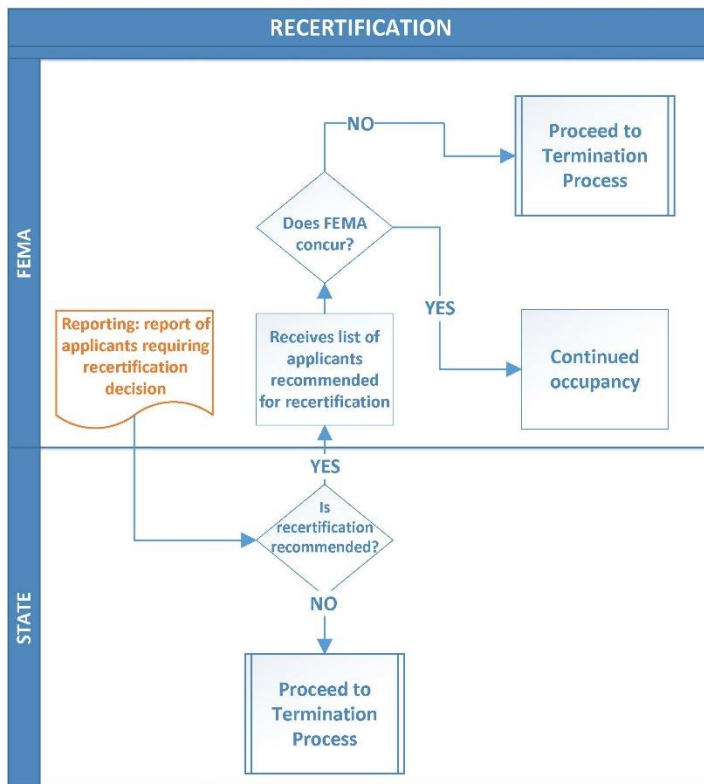


Figure 4: Detailed Steps in Recertification Process

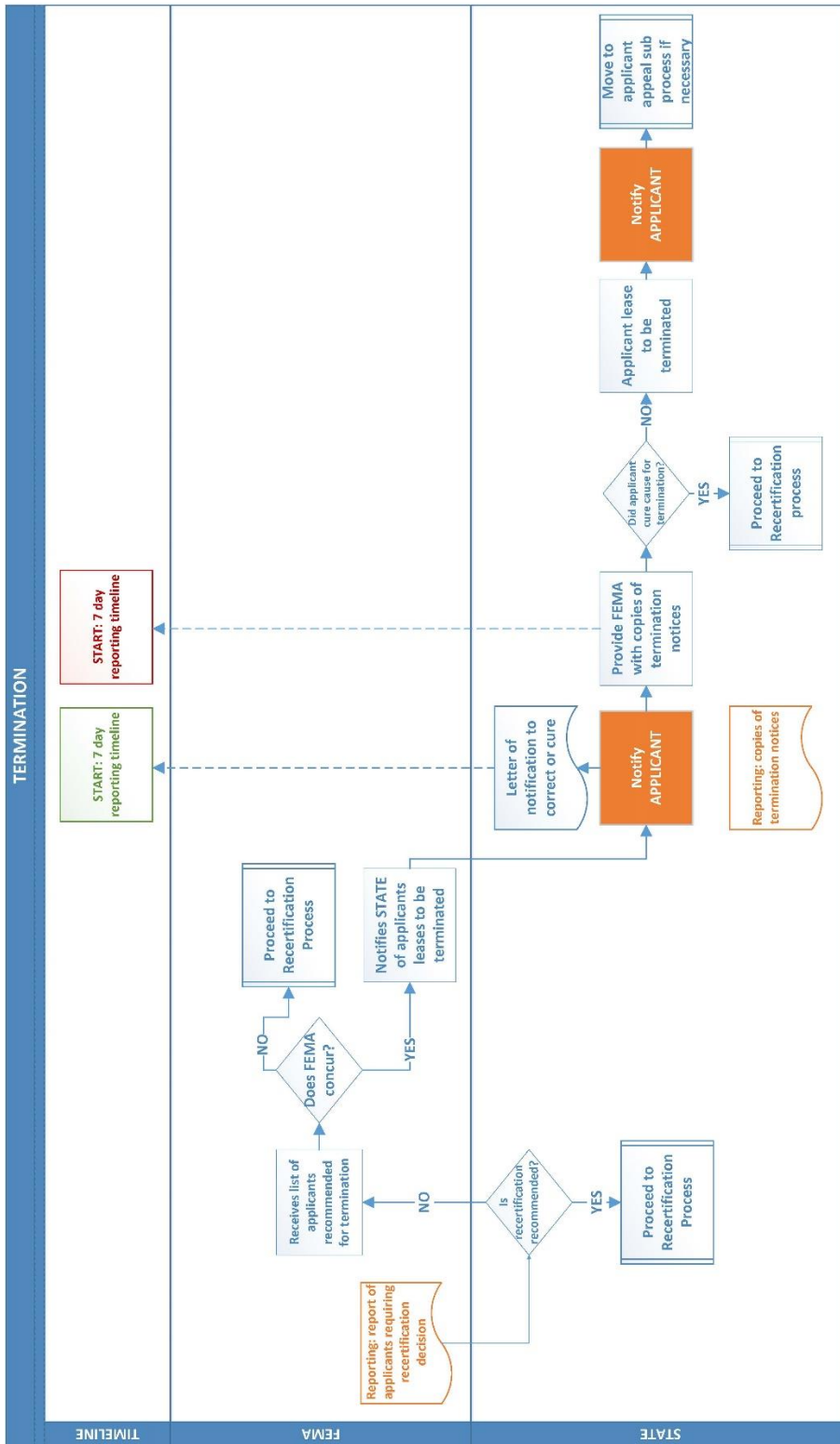


Figure 5: Detailed Steps in Termination Process

**15.1 Prescribed Guidance and Forms:**

- Recertification Job Aid;
- FEMA Standard Operating Procedure Direct Temporary Housing Recertification and Closeout; and
- Intensive Recertification Management R6 Field Guide June.

Refer to Attachment F to access digital versions of forms and templates listed above.

## **16.0 Implementation Management**

Refer to IGSA Sections XX, XXI, XXII, and XXIV, as outlined below:

**XX. Contractor Officer's Representative:**

- A. The FEMA Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the Agreement such as review or inspection and acceptance of services. The Contracting Officer will provide a written notice of such designation to the State.
- B. The FEMA Contracting Officer cannot authorize the COR or any other representative to sign documents, such as Agreement modifications, that require the signature of the FEMA Contracting Officer.

**XXI. Stop Work Order:**

- A. The FEMA Contracting Officer may, at any time, by written order to the State, require the State to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the State, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order. Upon receipt of the order, the State shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- B. Within a period of 90 days after a stop-work order is delivered to the State, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the Agreement.

**XXII. Termination:**

- A. The terms of this Agreement, as modified with the mutual written consent of the parties, will remain in effect until February 25, 2019.



- B. The parties may extend this Agreement by mutual written agreement.
- C. Any party, upon a 3-day written notice to the other party, may terminate this Agreement.

**XXIII. Effective Date:**

This Agreement takes effect on the date when both parties have signed the Agreement.

**XXIV. Modification:**

- A. The FEMA Contracting Officer is the only Government official authorized to make modifications to this Agreement. All modifications will be made in writing.
- B. The FEMA Contracting Officer may at any time, by written order, and without notice to the State, make changes within the general scope of this Agreement in any one or more of the following:
  - 1. Reduction in the quantity of services to be provided; and
  - 2. Place of performance of the services.
- C. The parties may modify all other terms of this Agreement upon the mutual written consent of each party.

## **17.0 Attachments**

- A: Direct Lease Guidance and Forms
- B: MLR Guidance and Forms
- C: MHU-RV Guidance and Forms
- D: PHC-Repair Guidance and Forms
- E: License In Guidance and Forms
- F: Recertification Guidance and Forms