

**AGREEMENT BETWEEN
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
AND THE STATE OF FLORIDA ("HOST-STATE")
FOR EVACUATION/SHELTERING FOR FEMA-4339-DR-PR**

I. PURPOSE AND BACKGROUND

On September 20, 2017, the President declared that a major disaster or emergency exists in the Commonwealth of Puerto Rico (Impact State). This Declaration was based on Hurricane Maria (incident) beginning on September 17, 2017, and continuing (incident period). The State of Florida (Host State) agreed on October 4, 2017 to provide evacuation and/or sheltering in accordance with the terms of the FEMA Public Assistance and Policy Guide FP 104-009-2 / April 2017 and Standard Operating Procedure 9570.1 *Direct Reimbursement for Host-State Evacuation and Sheltering Costs*, and herein agrees to provide evacuation and/or sheltering support to individuals from the Impact State for FEMA-4339-DR-PR.

This is the FEMA/Host-State Agreement (Agreement) for this major disaster or emergency, designated FEMA-4339-DR-PR(Declaration), under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This Agreement between the United States of America through the Regional Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) or his/her delegate, and the Commonwealth of Puerto Rico (Recipient) governs all federal assistance FEMA provides the Host State for this Declaration.

II. GENERAL PROVISIONS

- A. **GRANT AWARD PACKAGE.** Any federal grant award package issued under this Agreement will consist of the Declaration, this Agreement, and the *Application(s) for Federal Assistance* (Standard Form (SF) 424), including *Assurances- Non-Construction Programs* (SF-424B) and also the *Assurances - Construction Programs* (SF 424D) when applicable, submitted by the State for each grant program provided under the Declaration and this Agreement.
- B. **FEMA RESPONSIBILITIES.** FEMA may provide to the Host State, funds in the form of federal grant assistance or direct federal services to support the activities and programs authorized under the Stafford Act and the President's Declaration (federal assistance) in accordance with this Agreement.
- C. **STATE RESPONSIBILITIES.**
 - 1. The Host State agrees to comply with the federal grant award terms and conditions set forth in the Declaration, this Agreement and all provisions of the Host State Administrative Plans in place for each grant award.
 - 2. To receive this grant under this Agreement, a Host State must amend its State Administrative Plan pursuant to § 206.207 and submit a Standard Form SF 424 *Application for Federal Assistance* directly to FEMA to apply for reimbursement

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of eligible costs for evacuating and/or sheltering individuals from an Impact State. Upon award, the Host State assumes the responsibilities of the "grantee" or "State" under 44 CFR with respect to its grant award.

3. The Host State will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will apply to all Host State actions pursuant to this agreement.
4. The Host State will establish and maintain a program to assure Host State recipients of Federal disaster assistance comply with the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs. This program will apply to all Host State contracts pursuant to this agreement.
5. The Host State agrees to be the "Recipient" for all federal financial assistance provided under the Stafford Act and this Agreement. The Host State also serves as the "pass-through entity" with respect to the State's role in providing subawards and administering grant assistance provided to sub-recipients.
 - a. Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and FEMA guidance.
 - b. A recipient is also a "non-federal entity" for grants administration purposes.
6. The Host State agrees to comply with, and will require all subrecipients to comply with, the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (CFR) (*Emergency Management and Assistance*), 2 CFR Part 3002 (implementing 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
 - a. The term "subrecipient" has the same meaning as "subgrantee," as used in governing statutes, regulations, and FEMA guidance.
 - b. A subrecipient is also a "non-federal entity" for grants administration purposes.

D. CERTIFICATION AND WAIVERS.

1. The State officials named by the Governor as authorized to execute certifications and otherwise to act on behalf of and to legally bind the State are listed on **Attachment 1** to this Agreement.
2. The State's Certification Regarding Lobbying is **Attachment 2** to this Agreement. This certification complies with the Lobbying Prohibitions in the DHS Standard

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Terms and Conditions and with the FEMA regulations found at 44 CFR Part 18 (*New Restrictions on Lobbying*).

3. The Host State waives any consultation process under Executive Order 12372 (*Intergovernmental review of Federal programs*) and 44 CFR Part 4 (*Intergovernmental Review of Federal Emergency Management Agency (FEMA) Programs and Activities*) for grants, loans, or other financial assistance under the Stafford Act for this major disaster or emergency.

E. FEDERAL ASSISTANCE.

1. No Federal assistance under the Stafford Act shall be approved unless the evacuation and/or sheltering resulted from the major disaster or emergency FEMA-4339-DR-PR that took place on September 17, 2017 and continuing.
2. Public Assistance under this Agreement shall be limited to those costs incurred for eligible activities related to evacuating and/or sheltering individuals from the Impact State, as set forth in the FEMA Public Assistance and Policy Guide (PAPPG), FP 104-009-2 / April 2017 (see particularly pages 71 -- 73). In addition to the eligible costs for congregate sheltering as described in the PAPPG, the costs of non-congregate sheltering may be eligible if FEMA and the State determine there is a critical need for doing so, as described on page 68 of the PAPPG.
3. FEMA, the Host State, and the Impact State will jointly develop the scope of work and cost estimate for the project worksheet for the activities covered under this agreement, including any subsequent changes.
4. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy and guidance in accordance with this Agreement.

F. CONTROLLING AUTHORITIES. This Agreement is subject to the following governing authorities:

1. The Stafford Act and its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), and FEMA policy and guidance.
2. "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," 2 CFR Parts 200 and 3002.
3. The 2017 DHS Standard Terms and Conditions (version 7.1, dated March 20, 2017), available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, are hereby incorporated by reference.

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III. TYPES OF FEDERAL ASSISTANCE

The specific forms of disaster assistance authorized for this Declaration are limited to the following under this Agreement.

- A. **PUBLIC ASSISTANCE (PA)**, limited to Category B, Emergency Protective measures in support of evacuation and sheltering. FEMA will reimburse 100 percent of eligible costs incurred by the Host State.

IV. FUNDING

A. **PAYMENT PROCESS.**

1. FEMA will pay the Host State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. FEMA will use a "single obligation" system to process payments through a subaccount for each subaward. When FEMA identifies an overpayment, subject to the exhaustion of appeals, FEMA will deobligate the funds from the subaccount. If there are insufficient funds in the subaccount, the Host State will have 30 days to reimburse the HHS/Smartlink subaccount. At that time, if there are still insufficient funds in the subaccount, FEMA will refer the amount to the FEMA Finance Center (FFC) for collection.
4. The Host State and subrecipients have no property interest in the funds made available through the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in HHS/Smartlink due to grant amendments, partial or full grant terminations, closeouts, or other reasons.

- B. **AVAILABILITY OF FUNDING.** FEMA and the Host State agree to take measures to deliver assistance to evacuees of the Impact State as expeditiously as possible, consistent with federal laws and regulations. To that end, the following terms and conditions apply:

1. This Agreement does not comprise an award of any type of assistance authorized for the Declaration or as described in Part III, Types of Federal Assistance, above and this Agreement does not obligate any federal funding. Rather, FEMA will separately make such award decisions for the assistance authorized for the Declaration.

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2. If FEMA decides to make an award of federal assistance, such assistance will be made available within the limits of funds available from Congressional appropriations for such purposes.

V. REPORTING

A. FEDERAL FINANCIAL REPORTS.

1. Initial and Quarterly Financial Reports. The Host State shall submit complete and accurate Federal Financial Reports (Standard Form 425) to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date. The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the State. Subsequent reporting requirements shall not be waived. The Host State shall submit quarterly financial status reports thereafter until closeout of the federal grant award. Reports are due on January 30, April 30, July 30, and October 30.
2. Subrecipient Final Financial Report.
 - a. Requirements. After the Host State has submitted all payment of claim information and certifications as required in applicable regulations, including 44 CFR § 206.205 for all projects approved under a grant program for a particular subrecipient, the Host State will note in the remarks section of its next quarterly financial report:
 - i. That the report represents the final expenditures for a particular subrecipient;
 - ii. The name of that subrecipient; and
 - iii. The date on which the recipient submitted to FEMA a payment of claim for each of that subrecipient's approved projects, or reference to other document submitted to FEMA that includes this information.
 - b. Confirmation. FEMA will confirm the quarterly SF 425 as the final expenditure report for that subrecipient only if the State has submitted all outstanding information and certifications required by applicable regulations and FEMA policy and guidance for all the subrecipient's costs and work for the major disaster or emergency.
 - c. Governmental Subrecipients. This confirmed, complete and accurate quarterly report is the final expenditure report for a governmental subrecipient's final expenditures for the particular grant program for the major disaster or emergency for the purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).

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3. Final Financial Report. The Host State shall submit a complete and accurate final Federal Financial Report (SF 425), no later than 90 days after each program's federal grant award performance period expiration date. This report is the final expenditure report reflecting the State's total expenditures by program under the federal award for the disaster or emergency for purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).

B. PERFORMANCE REPORTS.

1. Initial and Quarterly Reports. The Host State shall submit performance/progress reports to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date. The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the grantee. Subsequent reporting requirements shall not be waived. The Host State shall submit quarterly performance/progress status reports thereafter until the grant performance period ends. Reports are due on January 30, April 30, July 30, and October 30.
2. The Host State shall include in its quarterly performance/progress reports (OMB Form 1660-0017 PA) a status of project/subaward completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project/subaward funded under each of the programs authorized under this Agreement. The Host State shall submit project overruns requiring additional obligations to FEMA for review and approval. Where review and approval is not sought prior to incurring the costs of an overrun, there is no assurance such costs may be reimbursed.
3. Final Performance Report. The Host State shall submit a final performance/progress report 90 days from the grant award performance period expiration date that addresses all approved activities and the performance goals outlined in the federal award.

C. PROJECT CLOSEOUT.

1. Project Closeout Report: Within 180 days from the date the Host State or a subrecipient completes each project, the Host State shall submit a payment of claim to FEMA as required by FEMA regulations and guidance, including 44 CFR § 206.205.
2. Project Reporting: The Host State shall indicate on the quarterly performance/progress report each time a subrecipient has completed a project.

- D. ENFORCEMENT.** FEMA may suspend drawdowns, provide other special conditions or take other authorized action pursuant to 2 CFR § 200.338 (*Remedies for Noncompliance*) if the Host State does not submit accurate and timely reports.

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E. RECORDS RETENTION.

1. Host-State Requirement. The Host State will retain records for 3 years, except in certain rare circumstances described in 2 CFR § 200.333 (*Retention requirements for records*), from the date it submits the final Federal Financial Report (SF 425), to FEMA in compliance with 2 CFR § 200.333, notwithstanding the time period prescribed for subrecipients in subsection 2, Subrecipient Requirement, below.
2. Subrecipient Requirement. The Host State will require subrecipients to retain records for 3 years from the date that the Host State submits to FEMA the final expenditure report for the program in question, as described above in Part V, Reporting, Section A, Federal Financial Reports, Subsection 2, Subrecipient Final Financial Report, for that subrecipient.

VI. RECOVERY OF FUNDS

- A. IN GENERAL. This agreement does not limit FEMA's right to disallow costs and recover funds based on a later audit or review during or after performance of the award to ensure compliance with the terms of the Agreement and award document, or the obligation of the recipient to return such funds, including funds paid to any subrecipient. Pursuant to the Debt Collection Improvement Act, as amended, and subject to section 705 of the Stafford Act (42 U.S.C. § 5205(a)), the recipient is liable to repay funds to FEMA if the recipient or subrecipient has ineligible underruns (for example, actual costs are less than the amount FEMA awarded based on initial estimates), knowingly or negligently withholds or misrepresents material information, or fails to complete work and comply with the terms of this Agreement or the approved award; or as a result of federal funds expended in error; or for costs that are unreasonable or otherwise disallowed. Upon adjudication of any other aforementioned conditions, a debt is established. FEMA and the Host State will follow the reimbursement procedures provided above in Part IV, Funding, Section A, Payments.

- B. STATE RESPONSIBILITIES. The Host State is responsible for the recovery of federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.

1. The Host State shall adjust its expenditures as it recovers funding and will report these adjustments quarterly on the Federal Financial Report, SF 425.
2. The Host State shall designate on its PA quarterly progress reports the applicants/subrecipients from which they have not processed recoveries but from which recoveries are due FEMA.
3. The Host State is responsible for notifying FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.

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4. The Host State shall report all cases of suspected fraud to the DHS Office of Inspector General. The Host State agrees to cooperate with any investigation conducted by the DHS Office of Inspector General.
5. The Host State shall cooperate with FEMA regarding any and all lawsuits that may result from the Host State or FEMA's attempt to recover funds or disallow costs.

C. **STATUTE OF LIMITATIONS.** The three-year statute of limitations limiting FEMA's ability to recover funds paid as provided for in Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)) begins with the Host State's submission of the "final expenditure report" as follows:

1. The statute of limitations for recovering funds directly from the Host State as the recipient (that is, funds not passed through to a subrecipient) begins to run on the date that the Host State submits to FEMA the last complete and accurate SF 425 (Federal Financial Report) for the relevant FEMA program, as required in Part V, Reporting, Section A, Federal Financial Reports.
2. The statute of limitations for recovering funds the Host State passed through to a governmental subrecipient begins to run on the date the Host State submits to FEMA the final expenditure report for the governmental subrecipient. The final expenditure report is the complete and accurate quarterly SF 425 in which the Host State indicates it reflects the final expenditures for the governmental subrecipient for the relevant FEMA program under the Declaration, as required in Part V, Reporting, Section A, Federal Financial Reports, Subsection 2, Subrecipient Final Financial Report.

F. **REFUNDS, REBATES AND CREDITS.** The Host State shall transfer to FEMA the appropriate share of any refund, rebate, credit or other amounts arising from the performance of this agreement. The State shall take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

VII. CONSTRUCTION REQUIREMENTS

Prior to the start of any construction activity, the Host State will ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed including FEMA and recipient/subrecipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes and program guidance.

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VIII. PERFORMANCE PERIODS

- A. **PROGRAM/GRANT AWARD.** The Host State will complete all grant award activities, including all projects and/or activities approved under its federal grant award, within the time period prescribed in FEMA regulations, program guidance and on the award documents.
- B. **EXTENSIONS.** The Host State will include with any written request for an extension information and documentation to support the amendment and a schedule for completion. FEMA may approve subsequent work, monetary increase amendments, or activity time extension amendments only if the Host State submits all financial and performance reports to the appropriate Regional Office. FEMA will only approve extensions to the federal grant award period of performance or project completion timelines (if applicable) that comply with program regulatory timeframes. FEMA will not approve extensions for delays caused by lack of non-federal share funding.

IX. SURVIVOR/REGISTRANT DATA SHARING

The attached **General Programmatic Addendum** includes the terms and conditions for the sharing of FEMA Disaster Assistance Survivor/Registrant Data with State Governments under this Declaration.

X. REMEDIES FOR NONCOMPLIANCE

FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the Host State or sub-recipient fails to comply with applicable Federal statutes, regulations or the terms of this Agreement pursuant to 2 CFR § 200.338 (Remedies for Noncompliance).

XI. ATTACHMENTS, PROGRAMMATIC ADDENDUMS AND AMENDMENTS

- A. **ATTACHMENTS.** Attached and also made part of this Agreement are the following Attachments which contain the terms and conditions applicable to all assistance provided under this Agreement:

Attachment 1: List of Host-State Certification Officers

Attachment 2: Certification Regarding Lobbying

- B. **PROGRAMMATIC ADDENDUMS.** Attached and also made part of this Agreement is the following Programmatic Addendum, which unless indicated otherwise in Attachment 1 may be signed or agreed to on behalf of the State by the Governor's Authorized Representative (GAR) listed in Attachment 1:

General Programmatic Addendum

- **Subpart A: Terms and Conditions for the Sharing of FEMA Disaster Assistance Survivor/Registrant Data with Host State Governments Template**

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C. AMENDMENTS. This Agreement may be amended at any time by written approval of both parties.

XII. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until March 20, 2018, said date being 180 days after the major disaster declaration was issued for the Commonwealth of Puerto Rico. The agreement may be extended by mutual written agreement of the parties. Either party upon 30 days written notice to the other party may terminate this agreement.

XIII. SIGNATURES AND EFFECTIVE DATE

A. COUNTERPART SIGNATURES. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

B. EFFECTIVE DATE. This FEMA/Host-State Agreement becomes effective on the date of signature by the last Party.

Agreed:



Governor

FEMA Regional Administrator

10/5/17

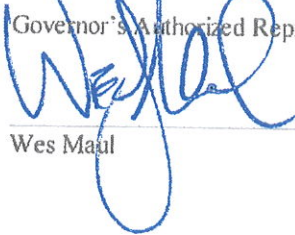
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Date

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ATTACHMENT I
LIST OF HOST-STATE CERTIFICATION OFFICERS


1. The Governor hereby certifies that **Wes Maul** is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for federal assistance, including approval of subawards and certification of claims for Public Assistance. **Leo Lachat**, **Michael Kennett**, **Jason Wheeler** and **Miles Anderson** are the Alternate Governor's Authorized Representatives and are similarly empowered. Their specimen signatures follow:

Governor's Authorized Representative (GAR)

Wes Maul

Alternate GARs


Leo Lachat


Michael Kennett


Jason Wheeler


Miles Anderson

2. The Governor hereby certifies that **Wes Maul** and **Michael Kennett** are the State Coordinating Officer (SCO) and Alternate SCO, respectively, who will act in cooperation with the Federal Coordinating Officer under this Declaration.
3. The Governor hereby certifies that **Wes Maul** is the representative of the State authorized to receive donations or loans of surplus property on behalf of the State and to execute certification, agreements, and other necessary documents with regard thereto.
4. The Governor hereby certifies that **Wes Maul** is the State official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 CFR Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 CFR § 206.11, *Nondiscrimination in disaster assistance*).
5. The Governor hereby certifies that **Wes Maul** is the State official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Agreed:


Governor Rick Scott

Date

10/5/17

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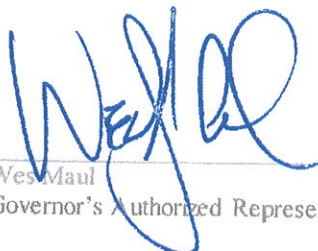
ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Wes Maul
Governor's Authorized Representative

5 Oct 2017
Date

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GENERAL PROGRAMMATIC ADDENDUM

**SUBPART A: TERMS AND CONDITIONS FOR SHARING FEMA DISASTER ASSISTANCE
SURVIVOR/REGISTRANT DATA WITH STATE GOVERNMENTS**

I. BACKGROUND

As provided for in Article IX of the FEMA/Host-State Agreement for FEMA-4339-DR-PR, this General Programmatic Addendum Subpart A provides the terms and conditions for sharing FEMA Disaster Assistance Survivor/Registrant Data with the Host State for this Declaration. FEMA establishes these administrative safeguards with the Host State to ensure the security and confidentiality of survivor/registrant records, to prevent substantial harm, embarrassment, inconvenience, or unfairness, as required by the Privacy Act of 1974 (5 U.S.C. § 552a(e)(10)). FEMA shares disaster survivor/registrant data with the Host State pursuant to Section 408(f)(2) of the Stafford Act (42 U.S.C. § 5174(f)(2)), "in order for the States to make available any additional State, and local assistance to the individuals and households," as well as to prevent a duplication of benefits. *Disaster Recovery Assistance Files Privacy Act Notice of System of Records*, 78 Fed. Reg. 25,282—285 (Apr. 30, 2013); and *Hazard Mitigation, Disaster Public Assistance and Disaster Loan Programs Notice of System of Records*, 79 Fed. Reg. 16,015 (Mar. 24, 2014). FEMA and the Host State agree to the following terms and conditions regarding the sharing of FEMA disaster assistance survivor/registrant information:

II. INFORMATION FEMA SHARES

A. **REPORTS AND FILES.** Upon receipt of a request by an Authorized Requestor, FEMA shall make the following available to the Host State as resources permit:

1. Standard reports: data reports that have been pre-identified as frequently requested and that are regularly generated.
2. Custom reports: ad-hoc data reports, as requested, that are created by FEMA data analysts to assist the State in effective and efficient data usage.
3. Raw data files: personally identifiable information (excluding social security and bank account numbers) collected from and/or about survivors/registrants who apply for and/or express an interest in receiving federal assistance through any of FEMA's programs for the present Declaration or for historic declarations within the Impact State. FEMA will share survivor/registrant PII through the "FIDA" web URL portal. FEMA will provide "FIDA" login/password credentials and instructions to FDEM's designated points of contact (POCs) identified below. If necessary, while FEMA establishes access to "FIDA," FEMA will provide FDEM data via other secure means (such as password protected document sent via email and/or password protected compact disc).

B. **SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION ELEMENTS.** On a case-by-case basis, the Host State and FEMA will identify those sensitive personally identifiable information elements (i.e., Social Security Number and/or bank account number) that the Host State actually needs in providing shelter to survivors/registrants.

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The parties recognize that these data elements, if lost, compromised, or disclosed without authorization, present substantial harm, embarrassment, inconvenience, or unfairness to the survivor/registrant. As such, if sharing of such elements is necessary, the State shall ensure this data, along with all personally identifiable information provided, is secure and safeguarded in accordance with all FEMA/DHS guidance.

1. FEMA will be the final arbiter to decide whether sharing a data element meets the standards set forth in this addendum.
2. The Host State is responsible for monitoring use and security of data elements conferred by FEMA.

III. AUTHORIZED REQUESTORS

The following Host State officials or employees are authorized to request disaster survivor information from FEMA under the provisions of this addendum:

1. Wes Maul, Director, Florida Division of Emergency Management, 850-815-4100, Wes.Maul@em.myflorida.com
2. Jason Wheeler, Florida Division of Emergency Management Recovery Bureau Chief, 850-815-4401, Jason.wheeler@em.myflorida.com
3. Pam Hughes, Human Services Branch Director, 850-815-4422, Pam.hughes@emflorida.com
4. Caroline Edwards, Deputy Recovery Bureau Chief, 850-815-4413, caroline.edwards@em.myflorida.com
5. Carter Mack, State Public Assistance Officer, 850-815-4403, carter.mack@em.myflorida.com
6. Richard Butgereit, Florida Division of Emergency Management, Chief Information Officer, 850-815-4701, Richard.Butgereit@em.myflorida.com
7. Jason Ray, GIS Administrator, Florida Division of Emergency Management, 850-815-4730, jason.ray@em.myflorida.com
8. Terri Hoover, Deputy IA Officer, 850-728-8319, terri.hoover@em.myflorida.com
9. Haley Beary, DRC Manager, 850-559-5664, haley.beary@em.myflorida.com
10. Taylor Nagle, DSAT Coordinator, 850-815-4412, taylor.nagle@em.myflorida.com
11. Amanda Brodie, Unmet Needs Coordinator, 850-815-4411, amanda.brodie@em.myflorida.com

IV. THIRD-PARTY SHARING

- A. **DIRECT-ACCESS.** *Provided that the following third-parties are providing shelter to survivors from the Impact State within the Host State for this particular Declaration,* the Host State authorizes these third-parties to request direct-access to FEMA

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survivor/registrant data via the preferred URL site or other means. Some limitations may apply to the information available for direct-sharing (set forth in Article II of this addendum) based upon the identity and reasonable operational needs of the third-party.

1. Rob Dearduff, Florida Housing Finance Corporation Special Programs Administrator, 850-488-4197; 1170, Robert.Dearduff@floridahousing.org
2. William Arnold, Florida Office of Insurance Regulation Deputy Director of Government Affairs, 850-413-5970, Will.Arnold@foir.com
3. Julie Dennis, Florida Department of Economic Opportunity, 850-717-8477, Julie.Dennis@deo.myflorida.com
4. Chris Emrich, University of Central Florida, 407-823-5847, Christopher.Emrich@ucf.edu
5. Ryan Bank, National Insurance Crime Bureau, 847-962-5962, rbank@ncib.org
6. Pam Garrison, Florida VOAD Chair, 813-545-8497, pgarrison@flumc.org
7. Gabe Tischler, Catholic Charities of Florida Emergency Management Specialist, 850-205-6821, gtischler@flaccb.org
8. Ken Skalisky, Volunteer Florida, 850-414-7400, ken@volunteerflorida.org
9. Cesar Rivera, American Red Cross, Division Disaster State Relations Director, 404-858-7049, Cesar.Rivera@redcross.org
10. Jessica Geib, Salvation Army Emergency Disaster Services Liaison, 850-212-7611, jessica.geib@uss.salvationarmy.org
11. Eric Johnson, World Renew Disaster Response Service, Regional Manager, 269-599-6483, ejohn15560@aol.com
12. Martha Deposito, Society of St. Vincent de Paul, President, 850-458-7700, mdesp@att.net

B. **INDIRECT-ACCESS.** The Host State may share information received from FEMA under the provisions of this addendum with the following third-parties that are providing shelter to survivors from the Impact State within the Host State for this particular Declaration. *For these third-parties, an Authorized Requestor identified in Article III of this addendum shall access the data on behalf of the third-party.*

1. County Emergency Managers, with access only to information pertaining to individuals sheltered in their respective counties.

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V. RESTRICTIONS ON FURTHER INFORMATION SHARING

The Host State may share information received from FEMA under the provisions of this addendum with third-parties other than those listed and agreed upon in this addendum *only* through subsequent amendment to this addendum or through a separate Information Sharing Access Agreement (ISAA) between FEMA and the third-party directly.

VI. DUTY TO NOTIFY

In the event of a breach of this addendum or any exposure, unauthorized release or misuse of FEMA survivor/registrant information shared under the provisions of this addendum, the incident or breach shall be immediately reported by the Host State to the FEMA Privacy Office (FEMA- Privacy@fema.dhs.gov, (202) 212-5100) in accordance with the Department of Homeland Security's (DHS) Privacy Incident Handling Guide.

VII. STATE ACKNOWLEDGMENTS, STANDARDS, AND SECURITY

- A. **COMPLIANCE.** The Host State understands the personal and confidential nature of the survivor/registrant PII and agrees that it and all entities listed in Articles III and IV of this Addendum shall comply with all applicable laws, regulations, policies, and provisions of this addendum to protect the confidentiality of survivor/registrant PII. The Host State understands that it and all entities listed in Articles III and IV are responsible for any privacy incidents concerning survivor/registrant PII while in the possession and/or control of the State and aforementioned entities.
- B. **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.
- C. **BREACH.** A privacy incident, involving PII that is in the possession and/or control of the Host State or any entity with which the Host State shares the PII, constitutes a breach of the FEMA/Host-State Agreement and this addendum, notwithstanding whether such incident is the result of a negligent or intentional act or omission on part of the Host State and/or aforementioned entities.
- D. **MINIMUM STANDARDS.** The Host State shall establish and implement the following minimum standards:
 - 1. Store the survivor/registrant 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.

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2. Take reasonable precautions to ensure that only authorized personnel and entities (those listed in Articles III and IV) have access to survivor/registrant PII.
3. Instruct all individuals with access to the survivor/registrant PII regarding the confidential nature of the information, the safeguard requirements of this addendum, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of survivor/registrant PII covered by the FEMA/Host-State Agreement and this addendum.

The Host State hereby acknowledges and agrees that if it shares the PII with any entity listed in Articles III and IV that it will require such entity to follow the same requirements and standards found herein.

The Host State shall immediately notify the FEMA Privacy Office (FEMA-Privacy@fema.dhs.gov, (202) 212-5100) if there is a privacy incident or suspicion thereof.

- E. **INVESTIGATION AND MITIGATION.** In the event of a privacy incident involving PII that is in the possession and/or control of the State or any entity with which the Host State shares the PII, the FEMA Privacy Office will investigate the incident pursuant to the DHS Privacy Incident Handling Guide and will consult with the State to determine the necessary steps to mitigate and manage the privacy incident. The Host State shall be responsible for carrying out the necessary measures to remedy and mitigate the effects of the privacy incident and shall, subject to fiscal law restrictions, be responsible for bearing any costs associated with such measures.

FEMA may also take additional actions to mitigate the incident. These actions may include, but are not limited to:

1. Terminating, in whole or in part, any federal award made to the Host State by FEMA;
2. Recouping any federal assistance funds awarded by FEMA to the Host State;
3. Debt collection pursuant to 6 CFR § 11.1(a);
4. Requiring surrender of all records of PII covered by this addendum to FEMA, including all records of PII in the possession of the entities listed in Articles III and IV of this addendum; and
5. Limiting or restricting Host State access to survivor/registrant PII records in this or future major disasters or emergencies.

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VIII. LIABILITY

In the event of any litigation arising from or in connection with any privacy incident or breach as described in this addendum, involving data which is in the care or custody of the State and/or any third party which the Host State has shared the data with, and notwithstanding whether the privacy incident or breach is the result of a negligent or intentional act or omission, the Host State agrees, subject to fiscal law restrictions, to pay for any and all costs associated with the defense of that litigation, including costs and attorneys' fees, and to reimburse the United States, FEMA, and any of their officers and employees in full for any adverse judgments against them.

FEMA shall not be liable to the Host State or to any third person for any cause of action arising from the possession, control, or use by Host State of survivor/registrant PII, or for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with the Host-State Agreement or this addendum or the use of survivor/registrant PII, subject to fiscal law restrictions.

Nothing in this Article shall be construed as a waiver of sovereign immunity against suits by third persons against the State.

IX. AMENDMENTS

This addendum may be amended at any time by written approval of both parties.