

**SOUTH CAROLINA  
STATE ADMINISTRATIVE PLAN  
FOR THE  
PUBLIC ASSISTANCE PROGRAM**



**2018**

**SOUTH CAROLINA  
STATE ADMINISTRATIVE PLAN  
FOR THE  
PUBLIC ASSISTANCE PROGRAM**

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## GLOSSARY OF TERMS

**Alternate Governor’s Authorized Representative (A/GAR)** – appointed by the Governor’s Authorized Representative (GAR) to execute, on behalf of the State, all necessary documents for disaster assistance.

**Alternate Project(s)** – a subrecipient may determine that the public welfare would not be best served by restoring a damaged facility or its function to the pre-disaster design. In this event, the subrecipient may use the Public Assistance grant for permanent restoration on that facility for other purposes. [Note: This complies with the Stafford Act § 406 (c) (1), 44 CFR § 206.203 (d) (2), PA Guide (FEMA #322), pgs. 84 and 85.] Projects other than the damaged facility on which the subrecipient spends eligible funds are referred to as alternate projects.

**Applicant** – a State agency, Indian tribe, local government, or eligible private non-profit organization which submits an application to the GAR for assistance under the State’s grant, also referred to as subrecipient.

**Commitment** – a certification by the Governor that the State will provide funds to alleviate the effects of the disaster. Also, local governments will expend assistance in the recovery effort in which Federal reimbursement will not usually be requested. The State commitment must be a significant proportion of the total amount.

**Community** – any state, political subdivision thereof, Indian Tribe or authorized tribal organization, Alaskan Native Village, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

**Consolidated Resource Center** – Centralized location where FEMA personnel write Project Worksheets based on information and documentation provided from the field.

**Critical Facilities** – private non-profit organizations that provide power, water, sewer, wastewater treatment, communications, emergency medical care, and fire/rescue service.

**Custodial Care Facility** – those buildings, structures, or systems, including those for essential administration and support, which are used to provide institutional care for persons who require close supervision and some physical constraints on their daily activities for their self-protection, but do not require day-to-day medical care.

**Damage Inventory** – form which details the location, facility, cost and priority of damages the subrecipient has sustained. This form is filled out by the subrecipient prior to the Recovery Scoping Meeting.

**Designated Area** – any emergency or major disaster-affected portion of the State which has been determined eligible for Federal assistance.

**Educational Facilities** – classrooms plus related supplies, equipment, machinery, and utilities of an educational institution necessary or appropriate for instructional, administrative, and support purposes, but does not include buildings, structures, and related items used primarily for religious purposes or instruction.

**Educational Institution** – any elementary or secondary school as defined by Section 801 (c) or (h) of the Elementary and Secondary Education Act of 1965; or any institution of higher education as defined by Section 1201 of the Higher Education Act of 1965.

**Emergency** – any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Facility** – those buildings, structures, equipment, or systems used to provide emergency services, such as fire protection, ambulance or rescue services, to the general public, including the administrative and support facilities essential to the operation of such emergency facilities even if not contiguous.

**Emergency Work** – that work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety, or to avert or lessen the threat of a major disaster.

**Exploratory Call** – Call conducted by the FEMA Program Delivery Manager to obtain an initial sense of the applicants needs and damages. The attendees for the Recovery Scoping Meeting are identified on this call.

**Facility** – any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved and maintained natural feature. Land used for agricultural purposes is not a facility.

**Federal Award** – the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

**Federal Coordinating Officer** – the person appointed by the DHS/FEMA Director to coordinate Federal assistance in an emergency or a major disaster.

**Federal Emergency Management Agency (FEMA)** – the Federal agency responsible for coordinating disaster recovery efforts.

**FEMA State Agreement** – a formal legal document between FEMA and the affected State stipulating the understandings, commitments, and binding conditions for assistance resulting from a Federal disaster or emergency declared by the President. The FEMA Regional Director and the Governor sign the document.

**Force Account** – an applicant's own labor forces and equipment.

**Governor’s Authorized Representative (GAR)** – the person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the State and local grant recipients. The GAR is responsible for State compliance with the FEMA State Agreement and is normally designated as the State Coordinating Officer.

**Grant** – an award of financial assistance. The grant award shall be based on the total eligible Federal share of all approved projects.

**Grantee** – the State government to which a Federal grant is awarded and which is accountable for the use of the funds provided. In some cases, an Indian Tribal Government can be a grantee. For purposes of the Public Assistance Program in the State of South Carolina, the State is the grantee.

**Hazard Mitigation** – any sustained action taken to reduce or eliminate the potential for risk to people and property from natural hazards and their effects.

**Hazard Mitigation (Section 406)** – mitigation measures that must be directly part of the reconstructed work on a facility, or will protect or benefit the repaired portion of the facility. They are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities or even non-structural measures such as development of floodplain management regulations.

**Immediate Needs Funding (INF)** – an advance of grant funds by FEMA, not to exceed 50% of the Preliminary Damage Assessment estimate, to assist with payment of emergency work within the first 60 days after a declared disaster occurs.

**Improved Project(s)** – When performing restoration work on a damaged facility, a subrecipient may decide to use the opportunity to make improvements to the facility. Projects that incorporate such improvements are called improvement projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Funding for such projects is limited to the Federal share of the costs that would be associated with repairing or replacing the damaged facility to its pre-disaster design. The subrecipient must obtain approval for an improved project from the State prior to construction.

**Improved Property** – any structure, facility or equipment that was built, constructed, or manufactured. Land used for agricultural purposes is not improved property.

**Incident** – any condition which meets the definitions of major disaster or emergency which causes damage or hardship that may result in a Presidential declaration of a major disaster or an emergency.

**Incident Period** – the time interval during which the disaster-causing incident occurs. No

Federal assistance under the Robert T. Stafford Act shall be approved unless the damage or hardship to be alleviated resulted from the disaster-causing incident which took place during the incident period. The incident period will be established by FEMA in the FEMA-State Agreement, and published in the Federal Register.

**Joint Field Office (JFO)** – a temporary facility established in a Presidentially declared disaster area to serve as the field headquarters for FEMA, other Federal and State recovery personnel, and as the focal point for disaster operation, direction, coordination, and information.

**Large Project(s)** – approved projects estimated to cost the same or more than the large project threshold amount (\$125,000 for fiscal year 2018). The large project threshold is an amount of approved project estimated costs adjusted annually to reflect changes in the Consumer Price Index for All Urban Consumers. The large project threshold amount applicable to any project is that amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

**Local Government** – any Indian tribe, band, nation or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C.450b(e)).

**Major Disaster** – any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Robert T. Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Medical Facility** – any hospital, outpatient facility, rehabilitation facility, or facility for long-term care as such terms are defined in Section 645 of the Public Health Service Act (42 U.S.C. 2910) and any similar facility offering diagnosis or treatment of mental or physical injury or disease, including the administrative and support facilities essential to the operation of such medical facilities even if not contiguous.

**Pass-through entity** – a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Permanent Work** – restorative work performed on damaged facilities through repairs or replacement, to pre-disaster design and current applicable standards.

**Pre-Disaster Design** – the size or capacity of a facility as originally designed and constructed or subsequently modified by changes or additions to the original design. It

does not mean the capacity at which the facility was being used at the time the major disaster occurred if different from the designed capacity.

**Private Non-Profit Facility** – any private non-profit educational, utility, medical, or custodial care facility, to include a facility for the aged or disabled, and other facilities providing essential government type services to the public, and such facilities on Indian reservations.

**Private Non-Profit Organization** – any non-governmental agency or entity that currently has an effective ruling letter from the U.S. Internal Revenue Service granting tax exemption under Section 501 (c), (d), or (e) of the Internal Revenue Code of 1954, or satisfactory evidence from the State that the organization or entity is a non-profit one organized or doing business under State law.

**Project** – all work performed at a single site whether or not described on a single Project Worksheet; also referred to as individual project.

**Project Worksheet (PW) (FEMA Form 90-91)** – form used to document the scope of work and cost estimate for a project.

**Public Facility** – facilities owned or operated by the State or a local government to include any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility; any non-Federal-aid street, road, or highway; any other public building, structure, or system, including those used for educational, recreational, or cultural purposes; or any park.

**Public Assistance** – supplementary Federal assistance provided under the Stafford Act to State and local governments or certain non-profit organizations other than assistance for the direct benefit of individuals and families. Fire Management Assistance Grants under section 420 of the Stafford Act are also considered Public Assistance. See Subpart K and Part 204.

**Program Delivery Manager (PDMG)** – a FEMA program expert who serves as the subrecipient's representative on PA Program matters, and manages the processing of the subrecipient's projects.

**Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. For purposes of the Public Assistance Program in the State of South Carolina, the State is the recipient. Also known as a pass-through entity.

**Regional Administrator** – the director of the Region IV office of FEMA.

**Recovery Transition Meeting** – meeting conducted after all project worksheets for a subrecipient have been obligated.

**Small Project(s)** – approved projects estimated to cost less than the large project threshold amount (less than \$125,000 for FY 2018), but more than \$3,140.

**Special Considerations** – issues that involve insurance, floodplain management, hazard mitigation, historic preservation, and environmental reviews as they relate to PA Program funding.

**Standards** – codes or specifications for the construction of facilities to include legal requirements for additional features. Such standards may be different for new construction and repair work.

**State Coordinating Officer (SCO)** – the person designated by the Governor to coordinate State and local disaster assistance efforts with that of the Federal government. Normally, the SCO will also be designated as the GAR.

**State Public Assistance Officer (SPA0)** – the person responsible for administering the PA Program at the State level. The SPA0 will normally be a member of the State Emergency Management staff.

**State Applicant Liaison** – the State’s customer service representative assigned to work with applicants and the PAC. The Liaison is responsible for providing applicants with specific information on State regulations, documentation, and reporting requirements. The Liaison is also there to provide technical assistance, when requested, and can help in the identification of Hazard Mitigation opportunities.

**Subaward** – an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include any payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** – a non-Federal entity that receives a subaward from a pass-through entity (typically the State) to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Also referred to as a non-Federal entity.

**Utility** – buildings, structures, or systems of energy, communications, water supply, sewage collection and treatment, or similar public service facilities.



## ACRONYMS USED IN THIS PLAN

CFR	Code of Federal Regulations
CRC	Consolidated Resource Center
DHHS	Department of Health & Human Services
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
JFO	Joint Field Office
GAR	Governor's Authorized Representative
NFIP	National Flood Insurance Program
PA	Public Assistance
PAC	Public Assistance Coordinator
PAO	Public Assistance Officer
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PL	Public Law
PNP	Private Non-profit
PO	Project Officer
PDMG	Program Delivery Manager
PW	Project Worksheet
RA	Regional Administrator
RPA	Request for Public Assistance
SCEMD	SC Emergency Management Division
SCO	State Coordinating Officer
SEOC	State Emergency Operating Center
SLO	State Liaison Officer
TAG	The Adjutant General

**SOUTH CAROLINA  
STATE ADMINISTRATIVE PLAN  
FOR THE  
PUBLIC ASSISTANCE PROGRAM**

**BASIC PLAN**

**I. PURPOSE**

This basic plan contains the policies and procedures which will be used by the State of South Carolina to request, obtain, and administer grants for Public Assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 106-390, and as implemented by Title 44 and Title 2 of the Code of Federal Regulations. The plan identifies key staff positions for program management and the personnel essential to fill these positions.

**II. GENERAL**

- A. The Public Assistance Program assists State agencies, local governments, Indian Tribes, and eligible private non-profit organizations after a Presidential Disaster Declaration, to restore or replace damaged facilities to pre-disaster condition, in accordance with locally adopted and enforced codes, standards, and specifications, as well as provide reimbursement for debris removal and emergency protective measures.
- B. Public Assistance costs are shared on a not-less-than 75% Federal/25% non-Federal basis. The Federal cost-share may be increased for catastrophic disasters or for multiple/concurrent events as defined in the Public Assistance Accelerated Plan.
- C. The South Carolina Legislature determines the amount, if any, the State will provide for applicants' non-Federal share for Public Assistance Grant funds. This determination is made after every Presidentially declared disaster and is not a set amount or percentage. If the South Carolina State Legislature provides an appropriation for the non-Federal share, SCEMD will pass through to subrecipients the authorized amount or percentage of their non-Federal share. SCEMD will pass through the amount or percentage of non-Federal share funds to subrecipients in the manner detailed in the State's Legislative appropriation.
- D. The Public Assistance Program reimburses applicants for eligible disaster restoration and eligible indirect administrative costs. Eligible costs for reimbursements are determined after final inspections and, if required, Federal audits for large projects and after project validation for small projects. This assistance is inclusive of debris removal and emergency protective measures.

### III. AUTHORITIES AND REFERENCES

#### A. Federal

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by Public Law 109-295 dated October 4, 2006; Public Law 109-308 dated October 6, 2006; and Public Law 109-347 dated October 1, 2013.
2. Single Audit Act of 1996 as amended, referenced in 44 CFR, Part 14.
3. Freedom of Information Act.
4. 44 CFR, Part 206, Federal Disaster Assistance for disasters declared on or after November 23, 1988.
5. 44 CFR, Part 9, Floodplain Management and Protection of Wetlands.
6. 44 CFR, Part 10, Environmental Impact Statements.
7. 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. 2 CFR, Part 220, Cost Principles for Educational Institutions.
9. 2 CFR, Part 225, Cost Principles for State, Local and Tribal Governments.
10. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations.
11. Executive Order 12612, Federalism.
12. Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.
13. Executive Order 12372, Intergovernmental Review of Federal Programs.
14. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
15. 16 U.S.C. § 470, National Historic Preservation Act.
16. 16 U.S.C § 1531, Endangered Species Act.
17. H.R. 219 Sandy Recovery Improvement Act of 2013.
18. FEMA Handbooks:
  - a. Debris Management Guide (FEMA 325).

- b. Debris Operations Job Aid (FEMA 9580.1).
- c. Public Assistance Guide (FEMA 322).
- d. Public Assistance Policy Digest (FEMA 321).
- e. Public Assistance Applicant Handbook (FEMA 323)
- f. Field Operations Pocket Guide

B. State

- 1. South Carolina Emergency Operations Plan.
- 2. South Carolina Recovery Plan.
- 3. South Carolina Hazard Mitigation Plan.
- 4. South Carolina Code of Laws Title, 25-1-420 through 25-1-460.
- 5. South Carolina Adjutant General Regulation 37-4, State Purchasing and Contracting
- 6. Regulation 58-1, Local Emergency Preparedness Standards, South Carolina Code of Regulations.
- 7. Regulation 58-101, State Emergency Preparedness Standards, South Carolina Code of Regulations.
- 8. Executive Order No. 99-11 of the Governor of South Carolina.
- 9. Title 6, Chapter 9 of South Carolina Code of Laws, as amended.
- 10. South Carolina Code of Laws Title, 2-65-90.
- 11. The South Carolina Coastal Zone Management Act, as amended.
- 12. State and Subrecipient Public Assistance Funding Agreement (FEMA-XXXX-DR-SC)

IV. ORGANIZATION FUNCTION AND RESPONSIBILITIES

i. Organizations

Most departments and agencies within the state government have emergency functions to perform in addition to their normal duties; See Table 2, Page 54-60 of the SC Emergency Operations Plan. Each is responsible for developing and

maintaining emergency management procedures in accordance with the direction and guidance given in this plan. Responsibilities of certain organizations that are not part of state government are also addressed in appropriate annexes.

ii. Responsibilities

1 Organizational Responsibilities

b. South Carolina Emergency Management Division

1. Administer and supervise the Public Assistance Grant Program.
2. Publicize the Public Assistance Grant Program.
3. Notify potential applicants of Applicants' Briefings.
4. Schedule and conduct Applicants' Briefings.
5. Notify State agencies of FEMA/State meeting(s).
6. Submit Requests for Public Assistance (RPA) to FEMA.
7. Notify State agencies of Project Worksheet (PW) Specialists' requirements.
8. Hire and train temporary employees, if needed.
9. Assist in determining applicant eligibility.
10. Disburse Public Assistance funds.
11. Submit recommendations to FEMA concerning cost overruns and under runs.
12. Maintain financial records and accountability.
13. Prepare reports and process all subaward.
14. Process appeals and time extensions.
15. Request and respond to audits.
16. Promote the development of Hazard Mitigation Projects.
17. Promote National Flood Insurance Program (NFIP) participation.

18. Provide disaster assistance training in South Carolina.
  19. Provide Joint Field Office (JFO) representation. See SC Recovery Plan.
- c. Local Governments/Private Non-profit Organizations.
1. Provide personnel for Damage Assessment Teams to do Preliminary Damage Assessments (PDAs) and assist with PW preparation.
  2. Provide personnel for PW review.
  3. Provide personnel for interim and final inspections.
  4. Review and provide new unit cost data.
- d. Office of the State Auditor.
1. Perform audits as requested or required by State law and the SC State Administrative Plan for the Public Assistance Program.
  2. Provide guidance to applicants regarding documentation of expenses.
  3. Provide JFO representation if necessary.
- e. Office of the Governor (Office of State Budget) – Provide local and State budget information.
- f. Office of State Treasurer (State and Local Government Finance) – Assist local governments with record-keeping systems, and provide management services.
- g. Budget and Control Board (Purchase and Contract Division) – Advise and assist local governments of State requirements for purchasing and contracting.
- h. Secretary of State – Assist Governor’s Authorized Representative (GAR) in determining eligibility of private non-profit organizations.
- 2 Specific Responsibilities
- a. State Coordinating Officer (SCO).

1. The SCO is appointed by the Governor. The SCO serves as the coordinating State official in the disaster area, and organizes State activities with local and Federal officials. The appointed SCO is the Director of the South Carolina Emergency Management Division.
2. The SCO:
  - III. Monitors program implementation.
  - IV. Monitors public information activities.
  - V. Assures program compliance with Federal rules and regulations.
  - VI. Maintains frequent contact with the Federal Coordinating Officer (FCO).
- b. Deputy State Coordinating Officer (DSCO) – Appointed by the SCO to coordinate and organize State activities as requested by the SCO.
- c. Governor’s Authorized Representative (GAR).
  - 1). The GAR is appointed by the Governor, and administers Federal disaster assistance on behalf of the State and local governments and other grant or loan recipients.
  - 2). The GAR:
    - a). Administers the program in accordance with the State Administrative Plan and Federal regulations.
    - b). Gathers preliminary damage assessment information.
    - c). Prepares the Governor’s request for Federal assistance.
    - d). Ensures applicant awareness of program assistance.
    - e). Provides State support for damage assessment activities.
    - f). Assists FEMA in determining applicant eligibility.

- g). Makes eligibility recommendations to FEMA.
  - h). Establishes work completion dates.
  - i). Provides Public Assistance training to State and local government officials.
  - j). Maintains accountability for Federal disaster assistance funds.
  - k). Completes program closure requirements.
  - l). Develops the State/Applicant Agreement which defines and governs the request for and use of federal Public Assistance funds in a specific disaster. The GAR and a key applicant official sign the Agreement.
- d. Alternate Governor's Authorized Representative (A/GAR) – Appointed by the GAR to execute, on behalf of the State, all necessary activities to administer disaster assistance. The appointed A/GAR is the Director for the South Carolina Emergency Management Division.
- e. Public Assistance Officer (PAO) – The Public Assistance Officer is the SCEMD staff member who participates in program implementation by assisting in the conduct and coordination of:
- a). Damage assessment.
  - b). Staff training.
  - c). Technical assistance and guidance to applicants.
  - d). Determining applicant eligibility.
  - e). Reviewing the advancement of funds.
  - f). Audit responses.
  - g). Responding to inquiries.
  - h). Determining eligible costs for reimbursement and the processing of requests for reimbursement.
  - i). Determining the administrative allowance that will be provided to each applicant.



- j). Maintaining the State Administrative Plan.
- k). Maintaining the day-to-day operations of the Public Assistance Program for State and local agencies.
- l). Maintaining JFO representation.
  - f. National Flood Insurance Program (NFIP) – Floodplain Management is performed by the SC Department of Natural Resources, and:
    - 1). Provides floodplain maps.
    - 2). Determines and promotes community and applicant NFIP participation.
    - 3). Maintains JFO representation.
  - g. State Hazard Mitigation Officer (SHMO).
    - 1). An SCEMD staff member that serves as the coordinating State official for all hazard mitigation matters.
    - 2). Maintains JFO representation.
    - 3). Assists applicants in developing mitigation projects.
    - 4). Coordinates with PW review personnel to assess hazard mitigation opportunities.
    - 5). Manage the day-to-day operation of the Hazard Mitigation Grant Program (HMGP).
  - h. Public Information Officer (PIO).
    - 1). An SCEMD staff member that serves as the coordinating State official for all public information matters.
    - 2). Maintains JFO representation.
    - 3). Prepares and coordinates press releases with FEMA.
    - 4). Publicizes availability of disaster assistance.

- 5). Coordinates preparation and distribution of flyers and posters.
- 6). Assists in the notification of potential applicants through the news media.
- 7). Responds to congressional and State legislative inquiries.

## V. TRAINING

- A. The GAR and PAO will train program staff, applicants' agents, and key members of local government staffs and certain private non-profit organizations.
- B. Training for applicants' agents and key members of local government staffs and certain non-profit organizations will be conducted periodically and immediately following a Presidential Disaster Declaration.
- C. Applicants' Agent training will include the following topics:
  1. Applicants' agent responsibilities.
  2. Work eligibility.
  3. Applicant eligibility.
  4. Facility eligibility.
  5. Documentation and record-keeping systems.
  6. PW preparation.
  7. Cost code listing.
  8. Project management.
  9. Project options.
  10. Procurement procedures.
  11. Special Considerations:
    - a. Flood plain management.
    - b. Insurance.
    - c. Hazard mitigation.

- d. Compliance with other Federal laws and regulations.
- 12. Appeals procedures.
- 13. Reimbursements and advancement of funds.
- 14. Time extensions.
- 15. Inspections and audits.
- 16. Applicant closeout and records retention.
- 17. Interim and final inspections.

## VI. ADMINISTRATION AND LOGISTICS

- A. General – Uniform administrative requirements which are set forth in 2 CFR, Part 200 and 44 CFR, Part 206 apply to all disaster assistance grants and subaward.
- B. Appeals – Governor’s Authorized Representative (GAR).
  - 1. The GAR may, on behalf of applicants, appeal any FEMA determination related to Federal assistance. Applicant appeals must be submitted in writing to the GAR within sixty (60) days following the date of receipt of the determination being appealed.
  - 2. Applicants must provide sufficient information to allow the GAR to determine the facts and validity of the appeal request.
    - a. Format and Content. The appeal shall contain documented justification supporting the appellant’s position, specifying the monetary figure in dispute and the provision in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.
  - 3. Within ninety (90) days following receipt of an appeal, the Regional Director (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the GAR in writing of the disposition of the appeal or of the need for additional information. A request for additional information will include a date by which the information must be provided. Within ninety (90) days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Director or Associate Director/Executive Associate Director will notify the GAR in writing of the

disposition of the appeal. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

C. Public Records Procedures

1. Records of disaster assistance provided to eligible Public Assistance applicants are subject to the State's Public Records Law and to the Federal Freedom of Information Act (FOIA) and, therefore, are available for public examination.
2. A request for information on disaster assistance that has been provided to a specific applicant shall be reviewed by the GAR. Responses shall reflect facts, not opinions, regarding the information provided to the applicant.
3. Copies of documents for specific information may be provided to individuals upon request. Duplication of information will be done by SCEMD personnel at the State FOIA rate per page. SCEMD will not copy records which have not been reviewed.
4. Under no circumstances shall project applications and files be given to individuals. However, individuals may examine project applications and files in the State office. Project applications and files shall remain under SCEMD staff supervision at all times.
5. Records may be inspected between 8:30 am and 4:30 pm, Monday through Friday, at SCEMD, 2779 Fish Hatchery Road, West Columbia, SC, 29172.

VII. PLAN DEVELOPMENT AND MAINTENANCE

A. Areas of Responsibility

1. The SCEMD, Office of the Adjutant General, develops, updates, and maintains this plan.
2. The Director, SCEMD, is responsible for the plan.

B. Review and Availability

1. The SCEMD reviews the plan annually to ensure compliance with applicable laws, implementing regulations, and State policies.
2. The SCEMD updates the plan, as needed, to reflect regulatory or policy changes or to improve program administration.
3. The SCEMD submits the plan for FEMA review annually, or as required.



## **ATTACHMENTS:**

Attachment A – Applicants’ Briefing

Attachment B – Project Administration

Attachment C – Applicant Process Overview

Attachment D – Certification Regarding Restrictions on Lobbying

Attachment E – Public Assistance Staffing Recommendations

SOUTH CAROLINA  
STATE ADMINISTRATIVE PLAN  
FOR THE PUBLIC  
ASSISTANCE PROGRAM

ATTACHMENT A - Applicants' Briefing

1. PURPOSE – To establish a procedure for State agencies, local governments, private non-profit organizations, and Indian Tribes that are located in a declared disaster area to apply for Federal assistance for damage incurred as a result of a declared disaster.
2. GENERAL – It is necessary for the potential applicants suffering damage to be briefed concerning available short-term and long-term assistance. Therefore, it is necessary for these jurisdictions to participate fully in Federal and State programs if they are to pursue financial assistance.

3. PROCEDURE

A. General Guidelines

1. The SCEMD program staff, in conjunction with FEMA program staff, will conduct Applicants' Briefings for potential applicants as soon after the disaster declaration as practical. Because program eligibility and requirements will be discussed, FEMA and the State recommend that key local officials attend this meeting. These key local officials should include an individual with signing authority who will act as the Designated Applicant's Agent (DAA). This individual should be familiar with the location(s) and types of damages. A person with an administrative background who is capable of performing cost documentation and record keeping duties should also attend. If individuals with these abilities do not attend, approval of requests for assistance may be delayed.
2. These briefings have certain objectives:
  - a. Acquaint State and FEMA program staff with key local officials.
  - b. Provide program information and related materials (applicants' package) to key local officials in order for them to successfully manage the program's projects.
  - c. Designate Applicants' Agent.
  - d. Collect Requests for Public Assistance (RPA).
  - e. Promote early identification of potential applicants and completion of private non-profit certification, if applicable.

B. Scheduling and Locations

1. The State, in coordination with the affected localities, selects locations, times, and dates for these briefings.
2. Locations for these briefings usually will be as near as possible to the impacted jurisdiction(s) so that unreasonable travel distances will not be imposed on attending key officials.
3. Depending upon the geographic area impacted, multiple Applicants' Briefings may be required.
4. Local emergency management directors may assist in making arrangements for the use of selected facilities for these briefings.

C. Notification

1. The SCEMD staff will notify potential applicants by telephone, e-mail, or fax of the locations, times, and dates of Applicants' Briefings.
2. The SCEMD Public Information Director will develop website announcements and news media (newspaper, radio, television) releases of locations, times, and dates of Applicants' Briefings.

D. Participation

1. SCEMD, with FEMA assistance, will conduct the Applicants' Briefings and will also provide applicant training.
2. FEMA program staff will provide representation to act as a consultant to provide technical assistance, if necessary.
3. Office of the State Treasurer (State and Local Government Finance) will attend these briefings, if requested, to assist the applicants with record keeping systems and to provide management services.

E. Topics – Topics addressed include: applicant eligibility, facility eligibility, applicant agent responsibilities, PW preparation, work eligibility, project administration, funding options, documentation requirements, cost sharing, duplication of benefits, mitigation opportunities, inspections, and audits.

F. Requests for Public Assistance (RPAs)

1. An RPA serves as an applicant's application for Federal assistance.



2. The GAR submits a completed RPA to the Regional Administrator (RA) for each applicant requesting assistance. All RPAs must be submitted to the RA within thirty (30) days following the Presidential Disaster Declaration date.
3. If possible, all RPAs will be completed at the Applicants' Briefing. SCEMD personnel will make arrangements to provide and retrieve completed RPAs from applicants not represented at the briefings.

G. News Media Attendance

1. It is not desirable to allow news media personnel to be present in Applicants' Briefings. News media presence may promote confusion, disruption and "loss of control" of the briefing.
2. If news media personnel desire attendance, offer to provide information and to answer their questions either before or after the briefing.

H. Exploratory Call

1. After an applicant's RPA has been approved, the FEMA Program Delivery Manager will conduct an Exploratory Call with the applicant.
2. This call is for the applicant's point of contact for the Public Assistance Program.
3. The FEMA Program delivery manager will become acquainted with the applicant and get an initial sense of the applicant's needs and damages.
4. The necessary attendees for the Recovery Scoping Meeting will be identified on this call.

The applicant is advised is to complete the Damage Inventory prior to the Recovery Scoping Meeting.

I. Recovery Scoping Meeting

1. After the Exploratory Call, the FEMA Program Delivery Manager (PDMG) will schedule a Recovery Scoping Meeting with each applicant.
2. This meeting is for the applicant's staff that handles the day-to-day management of the Public Assistance Program.
3. An in-depth review of the Damage Inventory will be conducted. Site inspections will be set up in accordance with the information on the Damage Inventory. Any available documentation to substantiate the applicant's

claims will be collected.

4. A State Liaison Officer may attend the Recovery Scoping Meeting.
5. Additional Recovery Scoping Meeting topics will address pertinent environmental and historic preservation requirements, insurance coverage rules, floodplain management issues, and hazard mitigation opportunities.

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ATTACHMENT B – Project Administration

I. PURPOSE—This Attachment provides the procedures whereby the Governor’s Authorized Representative (GAR) administers the grant program for Public Assistance. The information contained in this Attachment includes procedures for receiving and expending Federal funds, as well as Insurance and Audit requirements.

II. GENERAL

- a. The State is the Recipient Grantee when Federal Public Assistance is being provided as a result of a Presidential Disaster Declaration.
- b. The State (grantee) is responsible for processing payments to applicants (subrecipients) for Public Assistance that is being provided by the Federal government in accordance with 2 CFR, Part 200, 44 CFR Parts 14 and 206, and State regulations 58-1 and 58-101.

III. PROJECT ADMINISTRATION

- a. Requirements and Procedures for Obtaining Authority to Receive and Expend Unanticipated Federal and Other Funds.
  - i. Section 2-65-30, Code of Laws of South Carolina, 1976, as amended, allows State agencies and institutions to receive and spend unanticipated Federal and other funds. Unanticipated means those funds not included in the General Appropriation Act. However, the agency or institution must submit an expenditure proposal to the Office of the State Budget of the State Budget and Control Board prior to submission of the proposal to the grantor agency. The grantee agency or institution should receive authorization from the Budget and Control Board, Office of the State Budget.
  - ii. Prior to funds being obligated, the GAR submits SF-424, “Application for Federal Assistance,” to the RA. Upon receipt of the SF-424, the RA obligates funds to the State based upon approved PWs.
  - iii. The GAR screens applicants and eligible work, and FEMA approves subgrants to eligible applicants (subrecipients) in the FEMA EMMIE system using approved PWs as the basis for approval.
- b. Time Extension Request
  - 1. Grantee Authority Under 44 CFR, 206.204

- a. When work cannot be completed within specified time limits, the applicant may request in writing a time extension for each project affected. If the GAR grants or denies extensions within its regulatory authority, notification will be made to the Regional Administrator about the decision. If the request for extension is not within the regulatory authority of the GAR, the request will be submitted to the Regional Administrator for approval.
- b. A blanket request for a time extension for all permanent work will not be approved.
- c. The applicant must specifically identify in writing those projects which cannot be completed on time, and must justify the delay to the GAR. The applicant must specify dates by which work can reasonably be expected to be complete.
- d. If the request is approved, the GAR has limited authority to grant extensions of the above deadlines on a case-by-case basis in situations with extenuating circumstances. For debris removal and emergency protective measures, the GAR may grant up to an additional six (6) months for the completion of the approved project scope of work. For permanent restoration work, the GAR may grant up to thirty (30) additional months.
- e. If the request is not approved, the GAR informs the applicant in writing of the decision, states reasons for disapproval, and outlines case dependent re-submittal procedures including additional documentation supporting request for re-submittal.

2. FEMA Regional Administrator Authority

- a. If the applicant appeals the decision of the GAR, the GAR will submit the appeal, and all pertinent information, to the FEMA Regional Administrator. The decision of the FEMA Regional Administrator will be based solely on federally appealable conditions as outlined in federal regulations.
- b. Requests for time extensions beyond those the GAR may approve shall be submitted by the GAR to the FEMA Regional Administrator. Such requests must include:
  - a). The dates and provisions of all previous time extensions on the project; and
  - b). A detailed explanation for the delay and a projected

completion date.

- c. After the FEMA Regional Administrator has conducted an extensive review and has made a decision, the GAR shall be notified in writing of the determination. If a time extension is approved, the FEMA Regional Administrator will state in the correspondence the new completion date and other requirements found necessary to ensure that the new completion date is met.
- d. If the time extension is denied, the applicant may, upon completion of the project, be reimbursed for eligible project costs incurred prior to and including the latest approved completion date. However, the project must still be completed by the subrecipient for any funding to remain approved for that project.

ii. Final Inspections

1. The GAR will request FEMA assistance for interim and final inspections. Also, State agencies and Public Assistance Grants coordinators will be requested to perform inspections.
2. These inspections will:
  - a. Resolve questions regarding work eligibility, cost overruns, time limits, deviations from the Scope of Work, advances of funds; and
  - b. Obtain information to support recommendations for final eligible costs and for final payments.
- IV. All large projects will require a final inspection to be conducted by State representatives, and FEMA representatives, if necessary.
- V. Random inspections of small projects (between \$3,140 and \$125,000 in FY 2018) will be performed by State representatives.
- VI. Applicants must submit, or provide access to, documentation on all work for which reimbursement is requested before final inspections will be scheduled.
- VII. The GAR reviews interim and final inspection reports and appeals determinations, if appropriate.
- VIII. The closeouts of PWs, applicants, and disasters will follow federal guidance and will be done in conjunction with FEMA partners.

- Department of Health and Human Services (DHHS) SMARTLINK Procedures

- DHHS uses a payment method called SMARTLINK, and Public Assistance funds are transferred to the State via this system.
- Immediately following a Presidential Disaster Declaration, the GAR provides the Office of the Adjutant General, Director of Budget and Finance, with copies of:
  - a. Governor's request for the disaster declaration and the implementing Executive Order;
  - b. President's declaration of major disaster.
- The Office of the Adjutant General, Director of Budget and Finance, establishes separate accounts for Federal and State disaster funds. These funds are accounted for by:
  1. Pay-in and pay-out vouchers prepared and maintained by the Office of the Adjutant General, Director of Budget and Finance;
  2. PA/PW financial records are maintained by the state PAO/GAR.
- The estimate on the approved PW determines the amount of program funds needed. FEMA amends the State's current DHHS SMARTLINK account by the amount of the approved PW estimates.
- The State's portion of the non-Federal share is determined by the State Legislature. The Governor's recommendation is submitted to the Legislature or the Budget and Control Board during periods that the Legislature is not in session.
- After the State's share of estimated Public Assistance funding is determined, State funding is appropriated to the GAR's agency account.
- State Responsibilities.
  3. Initiate cash drawdowns as close as is administratively feasible to the actual disbursements for projected costs, but not earlier than three (3) days before reimbursement.
  4. Maintain adequate accounting controls over DHHS SMARTLINK and the federal funds advanced.
  5. Fulfill timely state reporting requirements of cash disbursements and balances.

6. Impose the same state standards of timing and reporting on subrecipients.

7. Complete the necessary state and federal forms.

- SMARTLINK Cash Management Policies and Procedures

A. Policies governing the Limitation and Timing of Cash Management:

- 1). Limited to actual, immediate cash requirements of the State and be as close as is administratively feasible to the actual disbursements by the State for direct program costs and the proportionate share of any allowable indirect costs.
- 2). Cash advances made by the State to applicants shall conform to the same standards of timing and amount as applies to advances by FEMA to the State, including furnishing reports of cash disbursements and balances.
- 3). If the State withdraws funds in excess of its immediate disbursement needs, FEMA will request a refund of cash and interest earned on such funds.

1). If the State demonstrates an unwillingness or inability to establish procedures, FEMA will require the State to finance its operations with its own working capital.

B. Cash Management from DHHS SMARTLINK is as follows:

- 1). The GAR submits approved eligible costs for payment of PWs to the SCEMD Administrative Services Manager.
- 2). The SCEMD Administrative Services Section will draw down the funds electronically using the DHHS payment management system. The funds are direct-deposited and are available the following work day.
- 3). A cash advance will be approved by the GAR and processed only if there is an immediate need for funds.

E. Financial Reporting Requirements

1. Quarterly Reports

- a. The SCEMD Administrative Services Section shall prepare quarterly a Status of Federal Cash Transaction Report (PMS-272) and Federal Cash Transaction Report (PMS-425), and Financial Status Report (SF-425).



- b. The SCEMD Administrative Services Section shall electronically transmit the Status of Federal Cash Transaction Report (PMS-272) and Federal Cash Transaction Report (PMS-272A), to DHHS, Division of Payment Management, Rockville, MD. An original and two (2) copies of the Financial Status Report (SF-269A) are submitted to FEMA, Region IV, Atlanta, GA.
      - c. Failure to report to DHHS, Division of Payment Management, within 15 days after the end of the reporting period shall result in rejection of request for funds.
    - 2. Closeout Actions – The State shall submit to FEMA the following:
      - a. Federal Financial Report, Standard Form 425 will be filed no later than ninety (90) calendar days after the end of the period of performance. Extensions may be granted.
  - A. A letter requesting the FEMA Region IV Regional Administrator, to close-out the stated disaster and the State-Applicant agreement. This document will accompany the Federal Financial Report.
  - B. The awarding agency should complete all closeout actions no later than one (1) year after the receipt and acceptance of all final reports. Extensions may be granted.
- F. Lost State Treasury Checks
- 1. In most cases, checks will be mailed instead of hand-delivered. When checks are mailed and reported as being lost, action will not be taken to recover them until ten (10) working days after the mailing date.
  - 2. If the check has not been recovered after that time, the GAR requests, in writing, to the SCEMD Administrative Services Manager to stop payment on the check.
  - 3. If the check has not been cashed, the SCEMD Administrative Services Manager submits a State Treasury Stop-Payment Affidavit to the GAR.
  - 4. The GAR forwards the affidavit, with a transmittal letter, to the applicant's agent.
  - 5. The affidavit must be signed by the applicant's agent and returned to the GAR prior to reissuance of the check.
  - 6. Upon receipt of the affidavit by the SCEMD Administrative Services manager, the check will be reissued.

G. Advance of Funds

1. Each applicant must submit a written request for an advance of funds and provide supporting documentation. Each cash advance shall be limited to the minimum amount needed and timed with actual, immediate cash requirements of the applicant.
2. The State Public Assistance Officer reviews the request and supporting documentation, and submits payment recommendation to the GAR. The GAR reviews and approves or denies the request.
3. If the request is denied, the GAR will inform the applicant in writing that additional documentation is required to support the request.
4. If the request is approved, the GAR advises SCEMD Administrative Services Manager by memorandum to process a payment voucher.
5. The SCEMD Administrative Services Manager prepares the payment voucher, and submits it to the GAR for forwarding to the applicant.

H. Over-Disbursement of Funds Procedures

1. If an over-disbursement is discovered prior to final payment of the Federal or State shares, the GAR withholds any over disbursement from these funds and returns it to FEMA. Any remaining balance will be paid to the applicant.
2. If an over-disbursement exceeds final payment of the Federal and State shares due, the GAR withholds all of these funds and requests the balance from the applicant. The GAR returns withheld funds to FEMA.
3. A bill for collection will be issued to the State immediately upon verification that an applicant has received funds in excess of the amount approved by the FEMA Regional Administrator as final settlement of its claim.

In the event that there is an appeal pending by an applicant, the bill for collection may not be issued until the appeal is settled by the FEMA Regional Administrator or Associate Administrator.

4. The State shall advise applicants that any bills for collection are due upon receipt and that any appeals of the bills must be filed with the FEMA Regional Administrator in a timely manner.

5. If the applicant refuses to repay an over-disbursement, or any part of it, the GAR refers the case to the State Attorney General for the initiation of collection efforts.
  6. The GAR, when in receipt of over-disbursed funds, will:
    - a. Submit a federal repayment check to SCEMD Administrative Services Section for deposit into the account of the State Treasurer. A journal entry will be created to deduct the payment from the appropriate account. The next drawdown will be adjusted to reflect the repayment amount.
    - b. Maintain photocopies of the repayment check, marked "VOID," in the appropriate applicant's file.
    - c. Submit a State repayment check, with a transmittal memorandum, to SCEMD Administrative Services Section.
    - d. If no Federal funds are owed through SMARTLINK, submit the Federal repayment check, with a transmittal letter, to FEMA, Office of the Comptroller, Federal Center Plaza, 500 C Street SW, Washington, DC 20472, and submit a copy of the Federal repayment check and the transmittal letter to FEMA, Region IV, Recovery Division Director, Atlanta, GA 30341.
- D. Insurance Requirements – 44 CFR 206.250 establishes requirements which apply to disaster assistance provided by FEMA. Prior to approval of a FEMA grant for the repair, restoration, or replacement of an insurable facility, the applicant must comply with all program rules and requirements related to insurance coverage.
- J. Audit Requirements –
1. A review of all large projects (and all small projects with significant cost overruns) will be conducted by the State once those projects are completed.
  2. Audits shall be made in accordance with 2 CFR Part 200, Subpart F.
  3. Audit costs are unallowable if the entity does not meet the Single Audit Act threshold of \$750,000.
  4. The State may charge an award for the cost of agreed-upon procedures to monitor subrecipients who are exempt for the Single Audit Act. This monitoring shall be limited in scope to activities allowed or unallowed, allowable costs, eligibility and reporting.
  5. A copy of any audit that pertains to the subaward must be submitted to the SCEMD Administrative Services Manager within applicable reporting time frames.
- K. Mandatory Disclosures – Non-Federal entities must disclose, in a timely manner,

in writing to the awarding agency or pass-through entity all violation of Federal criminal law involving fraud, bribery or gratuity violations.

- L. Hazard Mitigation – The South Carolina Mitigation Plan identifies hazards, provides hazards analysis and vulnerability assessments with regard to critical infrastructures statewide. Section VII of the State plan addresses the integration of local mitigation plans and provides a full overview of local hazards and findings. The South Carolina Mitigation Plan assists potential applicants in identifying hazard mitigation activities, as provided by Section 406 of the Stafford Act, which protects facilities sustaining damage in declared disasters.

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ATTACHMENT C – Applicant Process Overview

INTRODUCTION - This section provides the applicant with an overview of the PA Program. It is divided into sections that must occur prior to issuance of Project Worksheets (PWs), actions to be undertaken while managing projects, and the project close-out process.

INITIAL ACTIONS –

1. Applicants’ Briefing will be conducted by the State.
2. Potential Applicants complete FEMA Form 90-49 – Request for Public Assistance (RPA).
3. Recovery Scoping Meetings are conducted with each applicant by FEMA.
4. Project Worksheets are written at the Consolidated Resource Center (CRC).

MANAGING THE PROJECT WORKSHEET (PW) PROCESS – Applicants must be aware of the following requirements as they manage their projects to completion. Failure to follow these procedures could result in denial of Federal funding.

1. Additional damage should be reported within sixty (60) days after initial inspections are completed.
2. All work must be done prior to the approved project completion deadline assigned to each Project Worksheet (PW). Should additional time be required to complete the approved work, a time extension request will need to be submitted to the GAR **prior to the existing completion date** which:
  - a. Identifies the PW requiring an extension.
  - b. Explains the reason an extension is needed.
  - c. Indicates the percentage of work that has been completed.
  - d. Provides an anticipated completion date.

An extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. Failure to submit a time extension request may result in the reduction or withdrawal of Federal funds for the work that was approved.

3. Any significant change to an approved PW **Scope of Work** must be reported to the state

PAO.

4. The Project Completion and Certification Report must be returned to SCEMD once all the approved work has been completed. If any PW required the purchase of insurance as a condition of receiving Federal funds, a copy of the current policy must be available for review.
5. According to 44 CFR 206.204, “FEMA will not normally review an overrun for an individual small project. The normal procedure for small projects will be that when a subrecipient discovers a significant overrun related to the total final cost for all small projects, the subrecipient may submit an appeal for additional funding in accordance with §206.206, within 60 days following the completion of all its small projects.”
6. Appeals may be filed on any determination made by FEMA or the State. All appeals must be submitted to this office within sixty (60) days of receiving written notice of the action and Applicant’s State you wish to appeal. Should you wish to appeal a determination contained in the project application, the sixty (60) days will start the day the application is signed.
7. PWs will not receive any funding until all regulatory and statutory requirements have been met.
8. You may request an advance on a large project (equal to or over the large project threshold amount of \$125,000 for fiscal year 2018) by sending a letter to SCEMD requesting and advance of funds.
9. Large projects that have not received final payment may be reviewed quarterly by the State.
10. Applicants with large projects must submit a project cost summary to SCEMD following the completion of each project. The project cost summary must list all labor, equipment, materials, and contract costs associated with making needed repairs.
11. Applicants expending \$750,000 or more in total Federal financial assistance in a fiscal year must have a single programmatic specific audit conducted for that year. A copy of the Single Audit must be submitted to the SCEMD Administrative Services Manager within applicable reporting time frames. Consult with your financial officer regarding this requirement.
12. Complete records and cost documents for all approved work must be maintained for at least three (3) years from the date the disaster is closed. During this time, all approved PWs are subject to State and Federal audit/review.

## PROJECT CLOSE-OUT

1. Once SCEMD records indicate that an applicant has received all Federal/State funding due, the state will send each applicant a P.4. This document is generated by FEMA's EMMIE system.
2. Applicants will certify the funds received, sign the document and return to SCEMD.
3. SCEMD forwards the signed P.4 to FEMA, requesting applicant close-out.
4. FEMA sends an official close-out letter for the applicant to SCEMD.
5. SCEMD sends the close-out letter to the applicant.
6. The applicant must keep all project files for three years from the date of FEMA's closeout letter.

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ATTACHMENT D – Standard Operating Procedures for Payment of Claims for Public Assistance

I. PURPOSE

To establish procedures for paying claims to applicants for eligible expenses under the Public Assistance Program

II. MISSION

The State Public Assistance Officer (SPA0) is responsible for executing the Public Assistance Program, which may be approved in a Presidential Disaster Declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 93-288, as amended.

I. AUTHORITIES AND REFERENCES

IV. ORGANIZATION

A. South Carolina Emergency Management Division (SCEMD)

1. Governor's Authorized Representative (GAR) and Alternate GAR
2. State Public Assistance Officer
3. Administrative Services Section

B. Applicants

1. State agencies/local governments
2. School districts
3. Certain private non-profit organizations
4. Certain federally recognized Indian Tribes (in South Carolina, the Catawba Nation)

C. Office of the Adjutant General

D. Office of the SC Comptroller General

E. Office of the SC State Treasurer

V. CONCEPT OF OPERATIONS

- A. In the event of a major disaster or emergency declaration issued by the President, the Public Assistance Program may be approved. This program, authorized by the Stafford Act, P.L. 93-288, as amended, provides Federal assistance to eligible applicants for eligible expenses and damages resulting from the event.
- B. Federal assistance is provided through the use of a Project Worksheet (PW) Report, which documents expenses or damages associated with a declared disaster. Once a PW is approved and obligated, it is provided to the SPAO along with an S.1 (State Public Assistance Grant Summary) and a P.2 (Project Application Summary). The PWs are packaged, based upon the number available to be processed at any given time, with the first “package” being assigned the number 1 and the others being numbered sequentially. The S.1 lists the applicants, the number of approved PWs, total cumulative funds for each applicant, and other information. The P.2 for a particular applicant lists the PW(s), the approved amount of each PW, the Federal share, and the applicant’s administrative expenses for the PW(s) in that particular package.
- C. Upon receipt of a package from FEMA, the SPAO will:
  - 1. Provide a copy of the S.1 and all P.2s to the SCEMD Public Assistance Finance Section
  - 2. File copies of the S.1 and P.2s will be uploaded into screcoverygrants.org
- D. Applicants request payment in accordance with paragraph 8 of the South Carolina Public Assistance Grant Agreement (referred to as the State and Applicant Agreement), which is signed by the applicant and the Governor’s Authorized Representative. Screcoverygrants.org is used for requesting payment.
  - 1. for “small” projects (less than \$125,000 for FY 2018), payment can be requested before the work is completed. Payment will include the Federal share and the State share (if applicable).
  - 2. for “large” projects (\$125,000 and more for FY 2018), a partial payment may be made upon the completion of a reimbursement request using screcoverygrants.org. Partial payments will be limited to the Federal share (75%) of the eligible amount and only to documented expenses. After all work has been completed, a final inspection will be conducted and the actual cost of the project determined. A Version PW (to the original PW or another Version) will be written to adjust the estimated costs to the actual cost. Upon receipt of the final Version, the procedures in paragraph V. subsection C above will be followed. Screcoverygrants.org will be used to request the final payment, which will include any remaining part of the Federal share, the State share (if applicable), and the administrative costs.

- E. Requesting Payment:
  - 1. Applicant:
    - a. The method of payment to the Applicant is dependent on the type of project.
    - b. The State is required to make payment of the Federal share to the Applicant as soon as practicable after FEMA has obligated the funds.
  - 2. SPAO:
    - a. Once FEMA has approved and awarded a Project Worksheet (PW), it goes into a numbered bundle in EMMIE. The bundle is then approved by the FEMA Approving Official.
    - b. The PAO will download the bundle into screcoverygrants.org. The PW amounts are then verified and a payment request form is system generated and a copy of the P.2 is uploaded into screcoverygrants.org.
    - c. The payment request form is approved electronically by the PAO and the Governor's Authorized Representative.
- C. The payment request form is then forwarded to the SCEMD Accounting department for a check to be issued to the Applicant.
- D. After the check has been issued, provide check number to SCEMD Public Assistance Finance section for electronic entry into screcoverygrants.org.
- 3. GAR or Alternate GAR:
  - a. Review screcoverygrants.org and approve payment
  - b. Electronically sign the system generated form.
  - d. Electronically advance the form and supporting documents to the SCEMD Finance Section.
- 4. SCEMD Finance Section:
  - a. Match the payment request and supporting documentation with the corresponding PW.
  - b. Verify approved payment with PW amount.

- c. Prepare packets for payment. Packet consists of original for Office of the Comptroller General (CG), one copy with appropriate funding codes for Office of the Adjutant General Budget & Finance (OTAG B&F), and one copy to be mailed by OTAG B&F to applicant when reimbursement check is received from State Treasurer.
  - d. Electronically draw funds from FEMA through SMARTLINK system.
  - e. Enter payment data into the South Carolina Enterprise Information System (SCEIS) Finance Module which links to the state Budget and Control Board.
  - f. Individual payments are scanned and electronically transferred through SCEIS to the Comptroller General for verification of payment documentation.
  - g. Prepare EMMIE and payment spreadsheets for SPAO and SCEMD files.
5. Office of the Comptroller General:
- a. Verify payment documentation.
  - b. Forwards approved payment data to State Treasurer for check to be issued.
6. Office of the State Treasurer
- 3). Prepare check per approved data.
  - 4). Forwards checks to the Office of the Adjutant General.
7. Office of the Adjutant General:
- a. Forwards checks to SCEMD from the State Treasurer.
  - b. SCEMD mails checks to the appropriate applicant.
8. Cash Management:
- 1). SCEMD Administrative Services processes “draws” at a minimum once a month not to exceed once a week.
  - 2). Month-end draws are processed two to three working days before monthly closing to cover documented expenditures in SCEIS, the

agency's book of record. SMARTLINK draws are adjusted to account for refund or reduction of expenditures.

9. Procurement Procedures:

- 1). Purchases are processed in accordance with the SC Procurement Code, South Carolina Code of Law, Title 11 Public Finance, Chapter 35. Internal requisition documents are processed with supporting documentation for funding and approval by the Director, SC Emergency Management Division.
  - 1). Purchases not exceeding \$2,500.00 are small purchases providing purchase price is fair and reasonable and cost effective.
  - 2). Purchases over \$2,500.00 to \$10,000.00, solicitation of written quotes from a minimum of three qualified sources of supply must be made and documentation of the quotes attached to the purchase. The award is made to the lowest bidder.
  - 3). Purchases over \$10,000.00 up to \$50,000.00, written quotes, bids, or proposal must be made for a purchase over \$10,000.00 but not in excess of \$50,000.00. The procurement must be advertised at least once in the South Carolina Business Opportunities publication or through a means of central electronic advertising as approved by the designated board office.
  - 4). Purchases in excess of \$50,000.00 are facilitated through the agency's Purchasing and Contracting section but are procured by the SC Materials Management Office.
- 2). All purchase documents are issued through the Purchasing and Contracting section facilitating the purchases. The Purchasing and Contracting section ensures compliance with the South Carolina Procurement Code.
- 3). All purchases are reviewed for funding eligibility for compliance.
- 4). The state will follow all federal procurement procedures outlined in 2 CFR, Part 200.

Subrecipient: \_\_\_\_\_

FIPS Number: \_\_\_\_\_

**State and Subrecipient Public Assistance Funding Agreement**  
**Disaster Name Here (FEMA-XXXX-DR-SC)**

This Agreement is entered into by the State of South Carolina, Office of the Adjutant General, Emergency Management Division (hereinafter referred to as "Recipient"), and \_\_\_\_\_ (hereinafter referred to as "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

**WHEREAS**, on XXX X, 201X, President Barack H. Obama issued a major disaster declaration designated FEMA-XXXX-DR-SC for the State of South Carolina as a result of severe storms and flooding. The declaration authorized Public Assistance;

**WHEREAS**, the FEMA-State Agreement dated XXX,X 201X, between the State of South Carolina and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subrecipients; and

**NOW THEREFORE**, Recipient and Subrecipient agree to the following:

**1) DEFINITIONS**

Unless otherwise indicated, the following terms shall be defined as stated herein

- a) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- b) "FEMA-State Agreement" is the agreement dated XXX X, 201X, between FEMA and the State of South Carolina, and all associated amendments to such agreement.

**2) APPLICABLE LAW**

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement, all applicable state laws, all federal legal requirements set forth in the Code of Federal Regulations, as well as the policies of FEMA. Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit A.

### **3) FUNDING AND INSURANCE**

- a) Recipient shall provide funds on a cost reimbursement basis to Subrecipient for eligible activities approved by Recipient and FEMA, as specified in the approved Project Worksheets.
- b) Recipient may provide some portion of any nonfederal share for some Subrecipients. Any payment by Recipient for the nonfederal share is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with the South Carolina Code of Laws and the South Carolina Constitution.
- c) As a condition of receipt of the federal funding, Subrecipient agrees to provide any nonfederal share not paid by Recipient. The federal allowable costs shall be determined as per 2 CFR Part 200 and 44 CFR Part 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved; the nonfederal share shall be the remaining amount.
- d) The approved Project Worksheet(s) shall be transmitted to Subrecipient, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless otherwise indicated.
- e) As a condition to funding under this Agreement, Subrecipient agrees that Recipient may withhold funds otherwise payable to Subrecipient from any disbursement to Recipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- f) As a further condition to funding under this Agreement, Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.
- g) Administrative costs in addition to the Project Worksheet(s) that are otherwise eligible under 44 CFR § 206.228 and do not require matching funds may also be funded by FEMA.

### **4) DUPLICATION OF BENEFITS**

- a) Subrecipient may not receive funding under this Agreement to pay for damage

covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- b) Without delay, Subrecipient shall advise Recipient of any applicable insurance coverage and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which Subrecipient shall reimburse to Recipient without delay.
- c) Subrecipient shall also reimburse Recipient if Subrecipient receives any duplicate benefits from any other source. In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

## **5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS**

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the Project Worksheet(s) in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government’s comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

## **6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS**

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal



audit comporting with ordinary, customary and prudent public accounting requirements.

- b) Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- c) For all projects, Subrecipient shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- d) Recipient will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- e) Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$125,000):
  - 1. A request for reimbursement;
  - 2. A summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
  - 3. A request for final inspection; and
  - 4. A signed Project Completion and Certification Report.

## **7) PAYMENT OF COSTS**

Recipient shall disburse the eligible costs to Subrecipient in accordance with the following procedures:

- a) Recipient shall disburse funds to Subrecipient for the federal and any non-federal share that the South Carolina legislature determines will be paid by the State of the eligible costs for "Small Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- b) Recipient shall reimburse Subrecipient for eligible federal share and any non-federal share that the South Carolina legislature determines will be paid by the State for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The invoice from Subrecipient requesting this reimbursement must include:

1. A Request for Reimbursement available at [screcoverygrants.org](http://screcoverygrants.org);
  2. A Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure and disbursement of payment), etc., which is also available at [screcoverygrants.org](http://screcoverygrants.org); and
  3. A letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- c) Recipient may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subrecipient if Recipient has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.
- d) As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of Recipient certifying that “all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts.” The supporting documentation must comply with the documentation requirements as outlined in the Code of Federal Regulations. The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of Recipient’s quarterly reporting as referenced in Section 20 of this Agreement.
- e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (3) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

## **8) FINAL PAYMENT**

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of Recipient;

- ii. Subrecipient shall have submitted the documentation specified in Paragraphs (6) and (7) of this Agreement;
- iii. in the case of Large Projects, Recipient shall have performed the final inspection; or in the case of Small Projects, the project listing and certification shall have been reviewed by Recipient, or Recipient shall have performed a final inspection; and
- iv. Subrecipient shall have requested final reimbursement.

## **9) RECORDS MAINTENANCE**

- a) Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved.
- b) Records shall be maintained for at least three (3) years after the date FEMA completes closeout of Recipient's final project. Access to those records must be provided at reasonable times to the Comptroller General of the United States, Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Recipient, its employees, and agents (including auditors retained by Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement

## **10) RECOVERY OF FUNDS**

If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

## **11) REPAYMENT BY SUBRECIPIENT**

All refunds or repayments due to Recipient under this Agreement are to be made payable to the

order of “South Carolina Emergency Management Division” and mailed directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to Recipient for collection, Recipient shall pay Recipient a service fee of \$30.00.

## **12) AUDIT**

- a) Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by Recipient.
- b) Audit resolution instructions shall be prescribed by Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, Subrecipient shall provide Recipient the following:
  - 1) Two copies of the Audit Report;
  - 2) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
  - 3) Any unobligated fund balance due as a result of audit adjustments;
  - 4) A response to management letter findings and recommendations;
  - 5) A response to all questioned cost, relating to this Grant and;
  - 6) Any other adjustments, explanations or information that may be pertinent to the Grant.
- d) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- e) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

## **13) NONCOMPLIANCE**

If Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable

to the performance of this Agreement, Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under this Agreement or that may otherwise be available.

#### **14) MODIFICATION**

Recipient and Subrecipient may request modifications to this Agreement. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by both parties.

#### **15) TIME FOR PERFORMANCE**

- a) The project shall be complete by the end of the Grant Period of Performance.
- b) Time extensions are, per Item 14 of this Agreement, a modification and requests must be submitted in writing.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.
- d) If any extension request is denied by Recipient or not sought by Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- e) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

#### **16) CONTRACTS WITH OTHERS**

- a) If Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract.
- b) Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement.
- c) Subrecipient shall provide the contractor with a copy of this Agreement.

- d) To the extent that Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, Subrecipient agrees to modify its contracts in accordance with this section.

## **17) MONITORING**

- a) Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Recipient. In the event that Recipient determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Recipient to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, Recipient will monitor the performance and financial management by Subrecipient throughout the contract term to ensure timely completion of all tasks.

## **18) DEFAULT; REMEDIES; TERMINATION**

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
  - 1. Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

2. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
  3. Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
  4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
- 1) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to Subrecipient, such notice to take effect when delivered to Subrecipient;
  - 2) Commence a legal action for the judicial enforcement of this Agreement;
  - 3) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
  - 4) Take any other remedial actions that may otherwise be available under law.
- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

## **19) LIABILITIES**

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- a) Unless Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- b) For the purpose of this Agreement, Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- e) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

## **20) REPORTS AND INSPECTIONS**

- a) Subrecipient shall provide Quarterly Reports to Recipient on the Quarterly Report Form available on [screcoverygrants.org](http://screcoverygrants.org). The first Quarterly Report shall be due at such time as Subrecipient is notified. All subsequent Quarterly Reports shall be due no later than ten (10) days after each calendar quarter through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10.
- b) Recipient may require additional reports as needed. Subrecipient, as soon as possible, shall provide any additional reports requested by Recipient. Recipient contact for all reports and requests for reimbursement will be the State Public Assistance Officer.



- c) Interim inspections shall be scheduled by Subrecipient prior to the final inspection and may be requested by Recipient based on information supplied in the Quarterly Reports.

**21) ATTACHMENTS**

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

**22) TERM**

This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

**23) NOTICE AND CONTACT**

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to Recipient at the following addresses:

**FOR RECIPIENT:**

Elizabeth M. Ryan  
Chief of Recovery and Mitigation  
South Carolina Emergency Management Division  
2779 Fish Hatchery Road, West Columbia, SC 29172  
Email: eryl@emd.sc.gov  
Office: 803-737-8774  
Cell: 803-201-3739

**FOR SUBRECIPIENT:**

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- 22)
- 23)
- 24)

## **AUTHORIZATION**

Subrecipient hereby authorizes \_\_\_\_\_ as its primary designated agent, and \_\_\_\_\_ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

**STATE OF SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION**

**SIGNATURE PAGE**

**Disaster Name Here  
(FEMA-XXXX-DR-SC)**

IN WITNESS HEREOF, Recipient and Subrecipient have executed this Agreement:

**FOR RECIPIENT:**

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

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Governor's Authorized Representative

Date

**FOR SUBRECIPIENT:**

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Name and Title

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Signature

Date

Federal Employer Identification Number (FEIN): \_\_\_\_\_



## Exhibit "A"

### Statement of Assurances

Recipient hereby assures and certifies compliance with all State and Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the

United States and Recipient free from damages due to the approved work or Federal funding.

8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to Subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of Subrecipient.
9. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
12. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
13. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
14. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
15. It will give the sponsoring agency or the Comptroller General, through any authorized

representative, access to and the right to examine all records, books, papers, or documents related to the grant.

16. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
19. It will comply with all appropriate environmental laws.
20. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
21. It will comply, and assure the compliance of all its Subrecipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
22. It will comply with the provisions of 28 CFR applicable to grants and cooperative

agreements.

23. Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
24. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
25. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
26. With respect to demolition activities, it will:
  - a. Create and make available documentation sufficient to demonstrate that Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - b. Return the property to its natural state as though no improvements had ever been contained thereon.
  - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
  - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
  - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - f. Leave the demolished site clean, level and free of debris.
  - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.



- h. Obtain all required permits.
  - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
  - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
  - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
  - l. Provide documentation of public notices for demolition activities.
27. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
28. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
29. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
30. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

31. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
  
32. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
  
33. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67.

**Attachment E**

**Public Assistance Quarterly Report Available for Each Subrecipient on**

[www.screcoverygrants.org](http://www.screcoverygrants.org)

FEMA-XXXX-DR-SC

Subrecipient: \_\_\_\_\_ FIPS: \_\_\_\_\_  
Representative: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Quarterly Report Period: \_\_\_\_ Jan-Mar \_\_\_\_ Apr-Jun \_\_\_\_ Jul-Sep \_\_\_\_ Oct-Dec  
Date Submitted: \_\_\_\_\_

Project Worksheet Number & Version(s)	Category	Anticipated Completion Date	Percent Complete <sup>1</sup>	Status/Remarks <sup>2</sup>

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<sup>1</sup> Reflects work completed on the physical project. Information is required for FEMA Quarterly Reporting by the Grantee. ( i )

<sup>2</sup> Utilize this to report potential delays, over/underruns, etc.

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**SOUTH CAROLINA**  
STATE ADMINISTRATIVE PLAN  
FOR THE PUBLIC  
ASSISTANCE PROGRAM

ATTACHMENT F – Certification Regarding Restrictions on Lobbying

OFFICIAL DOCUMENTATION FOLLOWS THIS PAGE

FEDERAL EMERGENCY MANAGEMENT AGENCY <b>SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>	O.M.B. No. 3067-02006 Expires June 30, 2009
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FOR FY 2012	STATE OF SOUTH CAROLINA
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This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

\_\_\_\_\_  
 Kim Stenson  
 Typed Name of Authorized Representative

\_\_\_\_\_  
 Alternate Governor's Authorized Representative  
 Title

\_\_\_\_\_  
  
 Signature of Authorized Representative

\_\_\_\_\_  
 15 JAN 13  
 Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

"Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472."

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SOUTH CAROLINA  
STATE ADMINISTRATIVE PLAN  
FOR THE PUBLIC  
ASSISTANCE PROGRAM

ATTACHMENT G – Public Assistance Staffing Recommendations (based on size and type of event)

The sources of staffing for disasters include the state’s Recovery Section staff, additional staff from EMD, and augmentee employees from contractors as need. SCEMD has an established contingency contract with three vendors to fill vacant positions within the public assistance section. Additionally, SCEMD will use temporary staffing agencies and/or hire through state agency channels as a source for additional personnel. The particular staffing agency that will be used is to be determined based on reputation, past experience with that agency, and overhead costs.

The State Public Assistance Officer (PAO) will serve in the function of administering public assistance grants and plans. Depending on the severity and magnitude of the disaster, a Deputy PA Officer will assist the PAO with grants administration and staff coordination. State Public Assistance Coordinators (PAC) will conduct Recovery Scoping Meetings, assist applicants with project worksheet development, identify special considerations and address technical assistance needs.

Specialty needs identified by the State PAC, will be assigned to Project Specialists. Specialist positions can vary depending on the requirement (i.e. debris, insurance, historic preservation, environmental, mitigation). Administrative Assistants will provide filing, scheduling, documentation and meeting coordination assistance. Fiscal Technician will serve in the function of processing the grant funding and payments in coordination with the public assistance and finance section. The size of the Public Assistance section will based upon the size and type of disaster. Internal and external resources are available along with South Carolina Emergency Management Division (SCEMD) prioritization and discussion.