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November 3, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT TO AGREEMENT WITH LANCET TECHNOLOGY, INC. (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATIONS () DISAPPROVE ()

SUBJECT

Request approval of an Amendment to upgrade and extend the term of the Trauma and Emergency Medicine Information System Agreement for the Department of Health Services', Emergency Medical Services Agency.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment Number Four to Agreement No. H-212780 with Lancet Technology, Inc. (Lancet), effective upon Board approval, to (1) upgrade the Trauma and Emergency Medicine Information System (TEMIS) for an additional cost of \$293,250 in Fiscal Year (FY) 2010-11, which is 100 percent offset by funding from a United States Department of Homeland Security, 2008 Urban Area Security Initiative (UASI) Grant; (2) extend the Agreement term for three (3) consecutive one-year terms to June 30, 2014 with the increased costs 100 percent funded by trauma center and base hospital fees; (3) update Agreement terms and conditions; and (4) increase the Contract Sum by \$2,767,402 from \$6,828,116 to \$9,595,518 for the entire term of the Agreement, including the extension periods.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow the Interim Director to execute an Amendment, substantially similar to Exhibit 1, with Lancet to amend the scope to add a TEMIS Central Upgrade project and extend the

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

14 November 3, 2010

Sachi A. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

term for up to three (3) years. Approval of this Amendment will also ensure the ongoing usage, maintenance, and support of the TEMIS.

The current Agreement expires on June 30, 2011, and the Amendments would extend the term to June 30, 2014 in one-year increments. In March 2010, your Board accepted 2008 UASI Grant funds from the Department of Homeland Security. The Department of Health Services (DHS) will be using this 2008 UASI Grant to fund the TEMIS Central Upgrade project.

The current TEMIS utilizes three independent databases: LA Fire-Rescue, LA Base, and LA Trauma. The TEMIS Central Upgrade project will: (1) consolidate the current three databases into one central database that will contain a single record for each patient; (2) develop and install a TEMIS File Transfer Protocol (FTP) for the secure transfer of confidential patient care records and data; (3) develop and implement a TEMIS scanning solution to convert paper patient care records into electronic data; and (4) develop and implement a TEMIS electronic Patient Care Record (ePCR) pilot. These upgrades will enhance timely data capture, analysis, and sharing of health intelligence data, enhance bio-surveillance, and expedite decision making for casualty management activities.

TEMIS is an integrated countywide trauma and emergency data management system used by the Emergency Medical Services (EMS) Agency. The content and format of the existing TEMIS have been designed and customized for Los Angeles County. The requested extension periods will allow Lancet to continue to maintain the TEMIS with all existing functionality as defined in the current Agreement. The TEMIS participants include the EMS Agency, 14 Trauma Hospitals, 21 Base Hospitals, and EMS Provider Agencies that continually access TEMIS records to generate reports necessary for timely data capture, analysis, and sharing of health intelligence data. The current databases contain more than 10 million records with more than 850,000 new records added annually.

Lancet has a history of consistently and quickly responding to the changing needs and demands of the system participants. Lancet personnel have a comprehensive understanding of the Los Angeles County EMS system and have established and maintained an excellent working relationship with the existing TEMIS participants. Lancet has agreed to limit annual price increases for ongoing software licensing and maintenance to three (3) percent per year for the upgraded TEMIS license and maintenance fees, even though the scope of the TEMIS has greatly evolved into a complex and customized system. In order to meet the demands of the TEMIS participants, DHS is recommending the continuation of this sole source and necessary Agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The TEMIS Central Upgrade will not exceed \$293,250 and is offset with 2008 UASI Grant funding. The total amount for the three (3) one-year extension periods, July 1, 2011 through June 30, 2014, is \$2,474,152 and will be offset with trauma center and base hospital fees. The total Agreement Amendment of \$2,767,402 will bring the Contract Maximum Sum to \$9,595,518 (Attachment A). Funding is included in the Health Services Administration's FY 2010-11 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to a Sole Source Agreement approved June 11, 1991 by your Board, Lancet developed and installed TEMIS for the EMS Agency. Subsequent amendments were approved to upgrade system hardware and extend the Agreement term.

The current TEMIS Agreement with Lancet was approved by your Board on June 19, 2001 with a 10 year term of July 1, 2001 through June 30, 2011.

This Amendment includes all updated Board mandated provisions. A Compliance with Grant Requirements provision has been added to the Agreement. County Counsel has determined that provisions related to the County's Defaulted Property Tax Reduction Program do not need to be added to the Agreement since Lancet is based in Massachusetts.

County Counsel has approved Exhibit 1 as to form. The Chief Information Office concurs with DHS' recommendation and that office's analysis is provided (Attachment B).

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

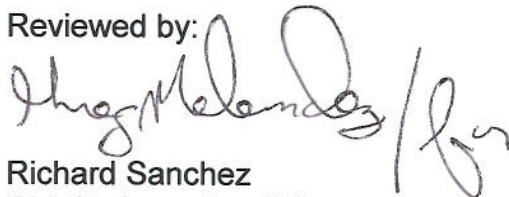
Approval of the Amendment will allow DHS to offset the entire cost of the TEMIS Central Upgrade with grant funds that have been awarded to DHS and ensure continuity of the TEMIS.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

Reviewed by:



Richard Sanchez
Chief Information Officer

JFS:RS:lr

Attachments (3)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

LANCET Board Letter 10/04/2010

EXHIBIT 1

**AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LANCET TECHNOLOGY, INC.

FOR

**TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEM
(TEMIS)**

APPLICATION SOFTWARE AND SUPPORT SERVICES

OCTOBER 2010

AMENDMENT NUMBER FOUR
TO
AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
LANCET TECHNOLOGY, INC.
FOR
TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEM (TEMIS)
APPLICATION SOFTWARE AND SUPPORT SERVICES

This Amendment Number Four is entered this ____ day of _____, 2010 by and between the County of Los Angeles, a body corporate and politic (hereinafter "COUNTY"), and Lancet Technology, Inc., a Massachusetts corporation (hereinafter "CONTRACTOR"), and amends that certain Agreement Number H-212780 for a Trauma and Emergency Medicine Information System, dated as of June 19, 2001, including Amendment Number Two, dated April 20, 2005, and Amendment H-212780-BA, dated February 17, 2010 (hereinafter, as amended, including without limitation, by this Amendment Number Four, "Agreement"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

WHEREAS, CONTRACTOR and COUNTY previously executed Amendment H-212780-BA (Amendment to HIPAA Business Associate Agreement to Implement Health Information Technology for Economic and Clinic Health (HITECH) Act of 2009), dated February 17, 2010, hereinafter identified as Amendment Number Three to Agreement; and

WHEREAS, CONTRACTOR has been providing to COUNTY a turnkey computer system known as the enhanced Trauma Emergency Medicine Information System (TEMIS), which includes certain proprietary software of CONTRACTOR as well as hardware and software which are not proprietary to CONTRACTOR and which are commercially available from sources other than CONTRACTOR. Further, CONTRACTOR has been providing related services to COUNTY with respect to all of the foregoing elements of the turnkey computer system; and

WHEREAS, following COUNTY's request, CONTRACTOR has agreed to provide an upgraded version of CONTRACTOR's proprietary software furnished to COUNTY under the Agreement (Upgraded TEMIS Application Software) and related services with respect to such CONTRACTOR's proprietary software (hereinafter "TEMIS Central Upgrade"); and

WHEREAS, under this Amendment Number Four, CONTRACTOR and COUNTY desire (i) to extend the term of the Agreement for up to three (3) additional consecutive one-year terms up to and including June 30, 2014, (ii) to increase the scope of work under the Agreement to include the TEMIS Central Upgrade, (iii) to increase the Contract Sum accordingly, and (iv) to make various other changes to the Agreement, including by adding certain provisions mandated by COUNTY's Board of Supervisors.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Subparagraph 1.1 (Interpretation) of the body of the Agreement is deleted in its entirety and replaced with revised Subparagraph 1.1, amended to read as follows:

1.1 Interpretation:

Exhibits A, B, C, D, F, G, H, I, J, and K are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit B - Schedule of Payments
- Exhibit C - CONTRACTOR Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement
- Exhibit J - Child Support Compliance Program Certification
- Exhibit D - CONTRACTOR'S EEO Certification
- Exhibit I - Affidavit of Ownership
- Exhibit G - Sample TEMIS Reports
- Exhibit F - Jury Service Ordinance
- Exhibit H - Safely Surrendered Baby Law
- Exhibit K - Grant Provisions

Effective upon date of this Amendment Number Four (hereinafter "Amendment Four Effective Date"): (i) any reference to Exhibit A (Statement of Work) shall also be deemed to include and incorporate Exhibit A.1 (Statement of Work – TEMIS Central Upgrade); (ii) any reference to Attachment A (TEMIS Application Software Capabilities and Table Specifications) to Exhibit A (Statement of Work) shall also be deemed to include and incorporate Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade), (iii) any reference to Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) to Exhibit A (Statement of Work) shall also be deemed to include and incorporate Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade), (iv) any reference to Attachment C (Enhanced TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test) to Exhibit A (Statement of Work) shall also be deemed to include and incorporate Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test), (v) any reference to Attachment G (TEMIS Application Software

Implementation Time Line) to Exhibit A (Statement of Work) shall also be deemed to include and incorporate Attachment G.1 (TEMIS Application Software Implementation Time Line – TEMIS Central Upgrade).

2. As a result of this Amendment Number Four, the following definitions are added to Subparagraph 1.3 (Definitions) of the body of the Agreement amending such Subparagraph 1.3:

1.3.51 Amendment Four Effective Date:

As used herein, the term "Amendment Four Effective Date" shall mean the most recent date of execution of Amendment Number Four to the Agreement by the authorized representative(s) of COUNTY OR CONTRACTOR.

1.3.52 Go-Live:

As used herein, the term "Go-Live" shall mean COUNTY's written approval of the applicable Deliverable under Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) for transitioning the System to the Production Environment and commencing production use of the System.

1.3.53 Production Environment:

As used herein, the term "Production Environment" shall mean the System environment set up by CONTRACTOR for production use of the System pursuant to the applicable Subtask of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.54 Test Environment:

As used herein, the term "Test Environment" shall mean the non-production System environment set up by CONTRACTOR pursuant to the applicable Subtask under Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) for performing, among others, Acceptance Tests.

1.3.55 TEMIS Central Upgrade:

As used herein, the term "TEMIS Central Upgrade" shall mean the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR pursuant to Exhibit A.1 (Statement of Work – TEMIS Central Upgrade), as further defined above in the recitals to this Amendment Number Four.

1.3.56 TEMIS Central Upgrade Component:

As used herein, the term "TEMIS Central Upgrade Component" shall mean any one of the following components of the TEMIS Central Upgrade: (i) TEMIS FTP Solution, (ii) TEMIS Database Consolidation, (iii) TEMIS ePCR Pilot, and (iv) TEMIS Scanning Solution.

1.3.57 TEMIS Database Consolidation:

As used herein, the term "TEMIS Database Consolidation" shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR pursuant to Task 3 (TEMIS Database Consolidation) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.58 TEMIS ePCR Pilot:

As used herein, the term "TEMIS ePCR Pilot" shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR pursuant to Task 5 (TEMIS ePCR Pilot) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.59 TEMIS FTP Solution:

As used herein, the term "TEMIS FTP Solution" shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR pursuant to Task 2 (TEMIS FTP Solution) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.60 TEMIS Scanning Solution:

As used herein, the term "TEMIS Scanning Solution" shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR pursuant to Task 4 (TEMIS Scanning Solution) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.61 Upgraded TEMIS Application Software:

As used herein, the term "Upgraded TEMIS Application Software" shall mean Upgraded TEMIS Central Site Application Software and Upgraded TEMIS Field Site Application Software. Reference to Upgraded TEMIS Application Software may include one or more components thereof or all Upgraded TEMIS Application Software.

1.3.62 Upgraded TEMIS Central Site Application Software:

As used herein, the term "Upgraded TEMIS Central Site Application Software" shall mean all software, including, but not limited to, object code which, as of the Amendment Four Effective Date, is expected to be installed at the TEMIS Central

Site and related Documentation specified in Subsection C.2 (Upgraded TEMIS Application Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to Upgraded TEMIS Central Site Application Software may include one or more components thereof or all Upgraded TEMIS Central Site Application Software.

1.3.63 Upgraded TEMIS Field Site Application Software:

As used herein, the term "Upgraded TEMIS Field Site Application Software" shall mean all software, including, but not limited to, object code which, as of the Amendment Four Effective Date, is expected to be installed at the TEMIS Field Sites and related Documentation, specified in Subsection C.2 (Upgraded TEMIS Application Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to Upgraded TEMIS Field Site Application Software may include one or more components thereof or all Upgraded TEMIS Field Site Application Software.

3. As a result of this Amendment Number Four, the following definitions under Subparagraph 1.3 (Definitions) of the body of the Agreement have been deleted in their entirety and replaced with revised definitions amended to read as follows:

1.3.2 Acceptance Test; Acceptance Tests:

As used herein the term "Acceptance Test" shall mean any one and the term "Acceptance Tests" shall mean any two or more, of the tests described in Task 6 (Conduct Acceptance Tests For Enhanced TEMIS Application Software) of Exhibit A (Statement of Work) and/or in Task 6 (Conduct Acceptance Tests For Upgraded TEMIS Application Software) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade), as applicable.

1.3.14 Database; Databases:

As used herein, the term "Database" shall mean any one, and the term "Databases" shall mean any two or more, of the TEMIS Application Software Databases listed in Subsection F (TEMIS Application Software Databases) of Section I (TEMIS Application Software Capabilities) of Attachment A (TEMIS Application Software Capabilities and Table Specifications) of Exhibit A (Statement of Work) and/or in Subsection F (TEMIS Application Software Databases) of Section I (TEMIS Application Software Capabilities) of Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work), as

applicable. Reference to Database(s) may include one or more components thereof or all Databases.

1.3.17 Deliverable; Deliverables:

As used herein, the terms "Deliverable" and "deliverable" shall mean any one, and the terms "Deliverables" and "deliverables" shall mean any two or more, of the items and/or services provided by CONTRACTOR under this Agreement, including, without limitation, those identified as numbered Deliverables in Exhibit A (Statement of Work) and/or Exhibit A.1 (Statement of Work – TEMIS Central Upgrade), as applicable.

1.3.27 Final Acceptance:

As used herein, the term "Final Acceptance" shall mean COUNTY's written approval of CONTRACTOR's Final Acceptance Test Report for Enhanced TEMIS Application Software as defined in Paragraph 9 (Acceptance of Enhanced TEMIS Application Software) and as set forth in Deliverable 7 (Report of Final Acceptance Test for Enhanced TEMIS Application Software) of Exhibit A (Statement of Work) and/or in Deliverable 7 (Report of Final Acceptance Test for Upgraded TEMIS Application Software) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.29 Specifications:

As used herein, the term "Specifications" shall mean any or all of the following, as applicable:

- (a) All data field requirements/features and other requirements of (i) Exhibit A (Statement of Work), including, but not limited to, requirements in Attachment A (TEMIS Application Software Capabilities and Table Specifications) and in Task 4 (Deliver and Install Enhanced TEMIS Application Software) of Exhibit A (Statement of Work) and (ii) Exhibit A.1 (Statement of Work – TEMIS Central Upgrade), including, but not limited to, requirements in Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) and in Tasks 2 through 5 of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).
- (b) All performance specifications, requirements and standards set forth in Attachment A (TEMIS Application Software Capabilities and Table Specifications) of Exhibit A (Statement of Work) included as Deliverables in Exhibit A (Statement of Work) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work) included as

Deliverables in Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

- (c) Any documentation.
- (d) All written or electronic materials furnished by or through CONTRACTOR regarding Contractor's pre-developed and generally available software products which pertain to any element of the TEMIS Application Software, and which outline, describe or specify (i) data fields, (ii) features, (iii) capacity, (iv) accuracy, or (v) any other capability or other criteria for the TEMIS Application Software or any element thereof.

1.3.30 Task; Tasks:

As used herein, the terms "Task" and "task" shall mean one, and the terms "Tasks" and "tasks" shall mean any two or more, of the areas of work to be performed under this Agreement, including, without limitation, those identified as a numbered Task in Exhibit A (Statement of Work), including Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).

1.3.31 TEMIS; System:

As used herein, the terms "TEMIS" and "System" shall mean all TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services described in this Agreement, collectively comprising the Trauma and Emergency Medicine Information System, an integrated Countywide trauma and emergency data management system used by the EMS Agency. Reference to TEMIS and System may include one or more components thereof or the entire TEMIS. A diagram of TEMIS as of the Effective Date is attached as Attachment H (TEMIS Diagram) of Exhibit A (Statement of Work).

1.3.32 TEMIS Application Software:

As used herein, the term "TEMIS Application Software" shall mean all Current TEMIS Application Software, Enhanced TEMIS Application Software and Upgraded TEMIS Application Software. Reference to TEMIS Application Software may include one or more components thereof or all TEMIS Application Software.

1.3.33 TEMIS Application Software Support Services:

As used herein, the term "TEMIS Application Software Support Services" shall mean those maintenance services, on-site technical support services, database administration services and training services performed in accordance with Exhibit A (Statement of Work), including Exhibit A.1 (Statement of Work –

TEMIS Central Upgrade), and Attachment D (Schedule of TEMIS Application Software Support Services) of Exhibit A (Statement of Work). Reference to TEMIS Application Software Support Services may include any one or more components thereof of all TEMIS Application Software Support Services.

1.3.35 TEMIS Central Site Hardware:

As used herein, the term "TEMIS Central Site Hardware" shall mean all equipment and other items, including, but not limited to, servers, workstations, primary client workstations and printers, installed at the TEMIS Central Site and specified in Subsection A (TEMIS Central Site Hardware) of Section I (TEMIS Hardware) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection A (TEMIS Central Site Hardware) of Section I (TEMIS Hardware) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Central Site Hardware may include one or more components thereof or all TEMIS Central Site Hardware.

1.3.36 TEMIS Central Site Operating Software:

As used herein, the term "TEMIS Central Site Operating Software" shall mean all software, including, but not limited to, object code installed at the TEMIS Central Site and related Documentation specified in Subsection A.1 (TEMIS Central Site Operating Software) of Section II (TEMIS Software) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection A.1 (TEMIS Central Site Operating Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Central Site Operating Software may include one or more components thereof or all TEMIS Central Site Operating Software.

1.3.37 TEMIS Central Site Third Party Software:

As used herein, the term "TEMIS Central Site Third Party Software" shall mean all software, including, but not limited to, object code installed at the TEMIS Central Site and related Documentation, specified in Subsection B.1 (TEMIS Central Site Third Party Software) of Section II (TEMIS Software) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection B.1 (TEMIS Central Site Third Party Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Central Site Third Party Software

may include one or more components thereof or all TEMIS Central Site Third Party Software.

1.3.41 TEMIS Field Site Hardware:

As used herein, the term "TEMIS Field Site Hardware" shall mean all equipment and other items, including, but not limited to, servers, workstations, primary client workstations and printers, installed at the TEMIS Field Sites and specified in Subsection B (TEMIS Field Site Hardware) of Section I (TEMIS Hardware) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection B (TEMIS Field Site Hardware) of Section I (TEMIS Hardware) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Field Site Hardware may include one or more components thereof or all TEMIS Field Site Hardware.

1.3.42 TEMIS Field Site Operating Software:

As used herein, the term "TEMIS Field Site Operating Software" shall mean all software, including, but not limited to, object code and related Documentation, installed at the TEMIS Field Sites and specified in Subsection A.2 (TEMIS Field Site Operating Software) of Section II (TEMIS Software) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection A.2 (TEMIS Field Site Operating Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Field Site Operating Software may include one or more components thereof or all TEMIS Field Site Operating Software.

1.3.43 TEMIS Field Site Third Party Software:

As used herein, the term "TEMIS Field Site Third Party Software" shall mean all software, including, but not limited to, object code and related Documentation, installed at the TEMIS Field Sites and specified in Subsection B.2 (TEMIS Field Site Third Party Software) of Section II (TEMIS Software) of Attachment B (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services) of Exhibit A (Statement of Work) and Subsection B.2 (TEMIS Field Site Third Party Software) of Section II (TEMIS Software) of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Reference to TEMIS Field Site Third Party Software may include one or more components thereof or all TEMIS Field Site Third Party Software.

4. Subparagraphs 2.1.1 and 2.2.1 of the body of the Agreement are deleted in their entirety and replaced with revised Subparagraphs 2.1.1 and 2.2.1 amended to read as follows:

2.1.1 COUNTY's Project Director for this Agreement shall be the following person or his designee:

Cathy Chidester, Director
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
E-Mail Address: cchidester@dhs.lacounty.gov

2.2.1 COUNTY's Project Manager for this Agreement shall be the following person or his designee:

Richard Tadeo, Assistant Director
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
E-Mail Address: rtadeo@dhs.lacounty.gov

5. Subparagraph 3.1.1 of the body of the Agreement is deleted in its entirety and replaced with revised Subparagraph 3.1.1 amended to read as follows:

3.1.1 CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

John Bennett
Director of Operations, Western Region
Lancet Technology, Inc.
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
E-Mail Address: Bennett@lancettechnology.com

6. Subparagraph 3.4 (Rules and Regulations) is added to the body of the Agreement to read as follows:

3.4 Rules and Regulations:

During the time when CONTRACTOR's employees, subcontractors or agents are at COUNTY facilities, such persons shall be subject to the applicable rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that COUNTY determines that an employee, subcontractor or agent of CONTRACTOR has violated any applicable rule or regulation, COUNTY shall notify CONTRACTOR, and CONTRACTOR shall undertake such remedial or

disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from COUNTY that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on COUNTY premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, CONTRACTOR shall promptly replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

7. Paragraph 5 (Term) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 5 amended to read as follows:

5 TERM:

The term of this Agreement shall commence on the Effective Date and shall continue in full force for one-hundred and twenty (120) months thereafter, unless sooner terminated, in whole or in part, as provided in the Agreement (hereinafter "Initial Term"); with COUNTY's sole option to further extend the term for up to three (3) additional consecutive one-year terms upon the same terms and conditions (hereinafter collectively "Optional Term") one year at a time; provided that if COUNTY elects not to exercise its option to extend at the end of the Initial Term, or the then current Optional Term, as applicable, the remaining Optional Term option(s) shall automatically lapse. COUNTY shall be deemed to have exercised each of its Optional Term options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the then current Optional Term, as applicable, COUNTY notifies CONTRACTOR in writing that it elects not to exercise its subsequent extension option under the Agreement pursuant to this Paragraph 5.

As used throughout this Agreement, the word "term" when referring to the term of the Agreement shall include the Initial Term and any Optional Term, to the extent COUNTY exercises its Optional Term options pursuant to this Paragraph 5.

CONTRACTOR shall notify COUNTY when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Paragraph 69 (Notices). Notwithstanding the foregoing, CONTRACTOR's failure to provide such notification shall not constitute a material breach of this Agreement.

8. Subparagraph 7.1 (General) of the body of the Agreement is deleted in its entirety and replaced with revised Subparagraph 7.1 amended to read as follows:

7.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, deliverables, goods, services, and other work requested and specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work. The Contract Sum, including all applicable taxes, authorized by COUNTY hereunder shall not exceed Nine Million, Five Hundred Ninety-Five Thousand, Five Hundred Eighteen Dollars, and Twenty Four Cents (\$9,595,518.24).

Notwithstanding any provision of this Subparagraph 7.1, CONTRACTOR shall fully perform and complete all work required of CONTRACTOR by this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of CONTRACTOR.

9. Subparagraphs 14.1 (Indemnification), 14.2 (General Insurance Requirements), and 14.3 (Insurance Coverage Requirements) of the body of the Agreement are deleted in their entirety and replaced with revised Subparagraphs 14.1, 14.2, and 14.3 amended to read as follows:

14.1 Indemnification:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

14.2 General Insurance Requirements:

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 14.2 and 14.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Agreement. COUNTY in no way warrants that the Required Insurance is sufficient to protect CONTRACTOR for liabilities which may arise from or relate to this Agreement.

14.2.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificate(s) shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CONTRACTOR identified as the contracting party in this Agreement. Certificates shall provide the full name of the each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any COUNTY required endorsement forms.
- Neither COUNTY's failure to obtain, nor COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
 Department of Health Services
 Contracts and Grants Division
 313 North Figueroa Street
 Sixth Floor East
 Los Angeles, CA 90012
 Attention: Division Chief

CONTRACTOR shall also promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any

loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR shall also promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its subcontractors which arises from or relates to this Agreement, and could result in a filing of a claim or suit against CONTRACTOR and/or COUNTY.

14.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether such liability is attributable to CONTRACTOR or to COUNTY. The full policy limits and scope of protection also shall apply to COUNTY and its Agents as an additional insured, even if they exceed COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.2.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advanced written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

14.2.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Agreement. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

14.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

14.2.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

14.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Agreement. CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.2.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name COUNTY and the CONTRACTOR as additional insureds on the subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.2.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR. COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14.2.13 Alternative Risk Financing Programs

COUNTY reserves the right to review, and then approve, CONTRACTOR’s use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

14.2.14 COUNTY Review and Approval of Insurance Requirements

COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

14.3 Insurance Coverage Requirements:

- A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY, its Special Districts, elected officials, officers, agents and employees as additional insureds, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits) of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage shall also be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

- D. Crime Coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities or other property referred to in this Agreement, and naming COUNTY as loss payee.

Employee Dishonesty:	\$ 250,000.00
Forgery or Alteration:	\$ 500,000.00
Theft, Disappearance and Destruction:	\$ 500,000.00
Computer Fraud:	\$ 1 million
Burglary and Robbery:	\$ 250,000.00

- 10. Paragraph 21 (Compliance with Applicable Law) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 21 amended to read as follows:

21. COMPLIANCE WITH APPLICABLE LAWS:

- 21.1 In the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

- 21.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Subparagraph 21.2 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY.

Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so.

CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

11. Paragraph 41 (Confidentiality) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 41 amended to read as follows:

41. CONFIDENTIALITY:

- 41.1 Confidentiality

CONTRACTOR shall maintain the confidentiality of all records, data and information, including, but not limited to, billings, COUNTY records and TEMIS Data, and other information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit C) for each of its employees performing work under this Agreement in accordance with Paragraph 13 (Independent Contractor Status).

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by CONTRACTOR, its

officers, employees or agents, except for any disclosure authorized by this Paragraph 41.

With respect to any identifiable records or information concerning any patient that is obtained by CONTRACTOR or any other records and information, CONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

41.2 Security

Notwithstanding anything to the contrary herein, CONTRACTOR shall provide all work under the Agreement utilizing state of the art security technologies and techniques and in accordance with industry best practices and COUNTY's security policies, procedures and requirements, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, CONTRACTOR shall implement and use state of the art network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the System. In no event shall CONTRACTOR's actions or inaction result in any situation that is less secure than the security that CONTRACTOR then provides for its own systems and data.

CONTRACTOR hereby acknowledges the right of privacy of all persons as to whom there exists any System data or any other COUNTY data. CONTRACTOR shall protect, secure and keep confidential all System data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of System data that compromises the security, confidentiality or integrity of personal information). Further, CONTRACTOR shall take all reasonable actions necessary or advisable to protect all System data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by COUNTY's Project Director, CONTRACTOR shall provide notification to all persons whose

unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of COUNTY's Project Director. CONTRACTOR shall not use System data for any purpose or reason other than to fulfill its obligations under this Agreement.

41.3 Remedies

CONTRACTOR acknowledges that a breach by CONTRACTOR of this Paragraph 41 may result in irreparable injury to COUNTY that may not be adequately compensated by monetary damages and that, in addition to COUNTY's other rights under this Paragraph 41 and at law and in equity, COUNTY shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 41. The provisions of this Paragraph 41 shall survive the expiration or termination of this Agreement.

12. Paragraph 48 (Consideration of Gain Program Participants for Employment) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 48 amended to read as follows:

48. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

13. Paragraph 69 (Notices) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 69 amended to read as follows:

69. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the

United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

- To COUNTY:
- (1) Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Fax: (562) 941-5835

Attention: Director
 - (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor East
Los Angeles, CA 90012
Fax: (213) 250-2958

Attention: Division Chief
 - (3) Department of Health Services
HSA/Information Technology
313 North Figueroa Street, Room 317
Los Angeles, CA 90012
Fax: (213) 240-7809

Attention: Chief Information Officer, DHS
 - (4) Department of Health Services
HSA/Information Technology
313 North Figueroa Street, Room 317
Los Angeles, CA 90012
Fax: (213) 240-7809

Attention: Information Technology Contracts
Manager
- To CONTRACTOR: (1) Lancet Technology, Inc.
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Fax: (562) 941-5835

Attention: John Bennett
Director of Operations, Western Region

- (2) Lancet Technology, Inc.
123 South Street, 3rd Floor
Boston, MA 02111
Fax: (617) 542-4343
Attention: Leon Bowman, President.

14. Paragraph 77 (Contractor Responsibility and Debarment) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 77 amended to read as follows:

77. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

77.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is COUNTY's policy to conduct business only with responsible Contractors.

77.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

77.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty,

or (4) made or submitted a false claim against COUNTY or any other public entity.

77.4 Contractor Hearing Board

1. If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the

request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

77.5 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of COUNTY Contractors.

15. Paragraph 78 (Compliance with Jury Service Program) is added to the body of the Agreement to read as follows:

78. COMPLIANCE WITH JURY SERVICE PROGRAM:

78.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

78.2 Written Employee Jury Service Policy.

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on

an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate, to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate

the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

16. Paragraph 79 (Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law) is added to the body of the Agreement to read as follows:

79. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's places of business in California. CONTRACTOR will also encourage its subcontractors in California, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

17. Paragraph 80 (Notice to Employees Regarding the Safely Surrendered Baby Law) is added to the body of the Agreement to read as follows:

80. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR shall notify and provide to its employees in California, and shall require each subcontractor to notify and provide to its employees in California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

18. Paragraph 81 (Compliance With Grant Requirements) is added to the body of the Agreement to read as follows:

81. COMPLIANCE WITH GRANT REQUIREMENTS:

81.1 CONTRACTOR agrees to comply with the terms of the Fiscal Year 2008 Homeland Security Grant Program, Guidance and Application Kit (February 2008) Parts III., IV., VI., and VII., and related Appendices, including without limitation, Part VII.B.3., Appendices B., and E.9., 12., & 13., and applicable changes thereto. A copy of this Grant is attached hereto as Attachment A (Fiscal Year 2008 Homeland Security Grant Program) to Exhibit K (Grant Provisions) and incorporated herein by

reference.

81.2 CONTRACTOR agrees to comply with the terms of the Fiscal Year 2009 Homeland Security Grant Program, Guidance and Application Kit (November 2008) and applicable changes thereto. A copy of this Grant is attached hereto as Attachment B (Fiscal Year 2009 Homeland Security Grant Program) to Exhibit K (Grant Provisions) and incorporated herein by reference.

81.3 CONTRACTOR agrees to comply with the terms of the Fiscal Year 2009 Homeland Security Grant Program California Supplement (May 14, 2009), related Appendices, and applicable changes thereto. A copy of this Grant is attached hereto as Attachment C (Fiscal Year 2009 Homeland Security Grant Program California Supplement) to Exhibit K (Grant Provisions) and incorporated herein by reference.

19. The Table of Contents of the body of the Agreement is amended by replacing Pages - i -, - iv -, - v -, and - vi - with correspondingly numbered pages, which are attached hereto as Attachment 1 and incorporated herein by reference. These replacement pages are each designated at the bottom as “Revised Under Amendment Number Four of Agreement.”
20. Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) is added to the Agreement, which is attached hereto as Attachment 2 and incorporated herein by reference. The pages of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
21. Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) to Exhibit A (Statement of Work) is added to the Agreement, which is attached hereto as Attachment 3 and incorporated herein by reference. The pages of Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) to Exhibit A (Statement of Work) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
22. Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) to Exhibit A (Statement of Work) is added to the Agreement, which is attached hereto as Attachment 4 and incorporated herein by reference. The pages of Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and TEMIS Application Software Support Services – TEMIS Central Upgrade) to Exhibit A (Statement of Work) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
23. Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test) to Exhibit A (Statement of Work) is added to the Agreement, which is attached hereto as Attachment 5 and incorporated herein by reference. The pages of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test

Criteria and Final Acceptance Test) to Exhibit A (Statement of Work) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”

24. Attachment D (Schedule of TEMIS Application Software Support Services) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment D (Schedule of TEMIS Application Software Support Services) to Exhibit A (Statement of Work), which is attached hereto as Attachment 6 and incorporated herein by reference. The pages of revised Attachment D (Schedule of TEMIS Application Software Support Services) to Exhibit A (Statement of Work) are each designated at the bottom as “Revised Under Amendment Number Four of Agreement.”
25. Attachment F (Listing of TEMIS Facilities) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment F (Listing of TEMIS Facilities) to Exhibit A (Statement of Work), which is attached hereto as Attachment 7 and incorporated herein by reference. The pages of revised Attachment F (Listing of TEMIS Facilities) to Exhibit A (Statement of Work) are each designated at the bottom as “Revised Under Amendment Number Four of Agreement.”
26. Attachment G.1 (TEMIS Application Software Implementation Time Line – TEMIS Central Upgrade) to Exhibit A (Statement of Work) is added to the Agreement, which is attached hereto as Attachment 8 and incorporated herein by reference. The pages of Attachment G.1 (TEMIS Application Software Implementation Time Line – TEMIS Central Upgrade) to Exhibit A (Statement of Work) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
26. Exhibit B (Schedule of Payments) is deleted in its entirety and replaced by revised Exhibit B (Schedule of Payments), which is attached hereto as Attachment 9 and incorporated herein by reference. The pages of revised Exhibit B (Schedule of Payments) are each designated at the bottom as “Revised Under Amendment Number Four of Agreement.”
27. Exhibit F (Jury Service Ordinance) is added to the Agreement, which is attached hereto as Attachment 10 and incorporated herein by reference. The pages of Exhibit F (Jury Service Ordinance) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
28. Exhibit H (Safely Surrendered Baby Law) is added to the Agreement, which is attached hereto as Attachment 11 and incorporated herein by reference. The pages of Exhibit H (Safely Surrendered Baby Law) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”
29. Exhibit K (Grant Provisions) is added to the Agreement, which is attached hereto as Attachment 12 and incorporated herein by reference. The pages of Exhibit K (Grant Provisions) are each designated at the bottom as “Added Under Amendment Number Four of Agreement.”

30. This Amendment Number Four shall be effective on the date of approval by COUNTY's Board of Supervisors.

31. Except as provided in this Amendment Number Four, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

Lancet Technology, Inc.

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

By _____
Print Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Edward A. Morrissey
Principal Deputy County Counsel

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 1

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AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 2

Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT A.1

**STATEMENT OF WORK – TEMIS
CENTRAL UPGRADE**

OCTOBER 2010

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1. GENERAL

1.1 INTRODUCTION

Los Angeles County does not have the ability to gather real-time Emergency Medical Services (EMS) and healthcare data thereby inhibiting the capability to analyze health information necessary for proactive bio-surveillance. This also inhibits the ability to share significant information between fire, EMS and healthcare facilities during the management of mass casualties. This gap further limits the Los Angeles Joint Regional Intelligence Center (JRIC) to obtain health information necessary for early detection of potential health hazards. Although critical EMS and health data exist, these data elements are captured in different databases and in various stages of completeness. Data collection is mostly paper-based and data abstraction can take up to ten months to complete. Analysis of the data is very limited, cumbersome and time consuming. The existing System only allows for retrospective review of incidents rather than the more timely assessment and information sharing of potential health hazards (e.g., bio-terrorism). The TEMIS Central Upgrade project would allow for real-time data capture and transmission from the field by EMS responders and receiving hospitals to a central database.

The United States Department of Homeland Security awarded a grant to COUNTY for the use and distribution of funds to COUNTY's Department of Health Services (DHS) to fund the Fire/EMS/Healthcare Database Linkages System project.

Currently, the System utilizes three independent databases: LA Fire-Rescue, LA Base and LA Trauma. This Project will link all three databases to provide a single record for each patient that will facilitate system-wide health analysis and surveillance. This Project will also enhance timely data capture, analysis and sharing of health intelligence data as well as enhance bio-surveillance and expedite decision making for casualty management activities.

The general scope of work to be performed under this Amendment Number Four to the Agreement includes, but is not limited to, providing the following tasks:

- TEMIS Database Consolidation: Consolidating the current three TEMIS databases (LA Fire-Rescue, LA Base and LA Trauma) into one central database;
- TEMIS FTP Solution: Developing and installing a TEMIS File Transfer Protocol (FTP) solution for the secure transfer of confidential patient care records and data;
- TEMIS Scanning Solution: Developing and implementing a TEMIS scanning solution to convert the paper patient care records into electronic data; and
- TEMIS ePCR Pilot: Developing and implementing a TEMIS electronic Patient Care Record (ePCR) pilot for EMS providers.

1.2 OVERVIEW

This Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) consists of instructions, tasks, subtasks, deliverables, goods, services and other work and is included in and incorporated into Exhibit A (Statement of Work).

CONTRACTOR shall perform all Tasks and Subtasks associated with the services set forth in this Exhibit A.1 and shall provide all associated Deliverables within the timeframes specified in the Project Work Plan and the applicable Implementation Time Line.

The services set forth in this Exhibit A.1 will be successfully completed upon delivery of a sufficiently user tested, fully functional System that meets the requirements and legal mandates

of COUNTY as detailed in this Agreement, while addressing all functions and requirements described or referenced within this Exhibit A.1 and all applicable Attachments to Exhibit A (Statement of Work).

CONTRACTOR shall perform, complete and deliver all tasks, subtasks, deliverables, goods, services and other work, however denoted, as set forth in this Exhibit A.1. Also defined herein are those Tasks and Subtasks that involve participation of both CONTRACTOR and COUNTY. Unless otherwise specified as an obligation of COUNTY, CONTRACTOR shall perform all Tasks and Subtasks and provide all Deliverables as defined herein.

1.3 DEFINITIONS

The terms defined below may be used throughout this Exhibit A.1 and the applicable Attachment to Exhibit A (Statement of Work) and shall take precedence in interpretation over the terms defined elsewhere in the Agreement.

1. Conference(s) shall have the meaning specified in Subtask 1.2 – Prepare Status Reports and Conduct Conferences.
2. Final Acceptance Test shall have the meaning specified in Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software.
3. Functional Test shall mean the Acceptance Test to verify the System's compliance with the functional requirements of the applicable TEMIS Central Upgrade Component, including the applicable Specifications.
4. Implementation Time Line shall mean the time line for the implementation of each TEMIS Central Upgrade Component, as provided in Attachment G.1 (TEMIS Application Software Implementation Time Line – TEMIS Central Upgrade).
5. Integrated System Test shall mean the Acceptance Test to verify that the System, including all of its software modules and interfaces, operates in an integrated manner and meets the System requirements of the TEMIS Central Upgrade, including the applicable Specifications.
6. Project shall have the same meaning as TEMIS Central Upgrade.
7. Project Work Plan shall have the meaning specified in Subtask 1.1 – Develop Project Work Plan.
8. Standard Test Plan shall have the meaning specified in Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software.
9. Statement of Work; SOW shall mean the tasks, subtasks and deliverables related to the TEMIS Central Upgrade, as provided in this Exhibit A.1 and the applicable Attachments to Exhibit A (Statement of Work) related to the TEMIS Central Upgrade.
10. Status Report(s) shall have the meaning specified in Subtask 1.2 – Prepare Status Reports and Conduct Conferences.
11. System Performance Test shall mean the Acceptance Test to verify the System's compliance with the System performance requirements of the TEMIS Central Upgrade, including the applicable Specifications.

Capitalized terms used in this Statement of Work without definitions shall have the meanings given to such terms in the body of the Agreement, Exhibit A (Statement of Work) or any of the applicable Attachments to Exhibit A (Statement of Work).

2. SCOPE OF WORK

The sequence in which tasks, subtasks and deliverables appear in this Section 2 of the SOW does not dictate the order in which such tasks, subtasks and deliverables may actually be performed. Unless specified by COUNTY otherwise, while performing all Tasks and Deliverables listed below in this Section 2 of this Exhibit A.1, CONTRACTOR shall provide documentation and knowledge transfer relating to such Tasks and Deliverables based on COUNTY's specifications.

TASK 1 – PROJECT ADMINISTRATION

CONTRACTOR shall provide management and administration for the Project.

SUBTASK 1.1 – DEVELOP PROJECT WORK PLAN

CONTRACTOR shall review the Project requirements for TEMIS Central Upgrade, including the functional specifications and System performance requirements, with COUNTY's Project Director and COUNTY's Project Manager. Based upon that review, CONTRACTOR shall prepare a work plan for the Project (hereinafter "Project Work Plan") and submit it for written approval to COUNTY's Project Director. Any subsequent significant modifications to the Project Work Plan shall require the prior written approval of COUNTY's Project Director or his/her designee.

CONTRACTOR shall update the Project Work Plan to include a detailed work plan for the delivery, installation and testing of Upgraded TEMIS Application Software, including, without limitation:

1. A list of milestones, major tasks, associated detailed tasks and associated deliverables.
2. Identification of milestones, tasks and associated deliverables requiring Acceptance by COUNTY's Project Director upon achievement.
3. Identification of any resources to be provided by COUNTY.

DELIVERABLE 1.1 – PROJECT WORK PLAN

CONTRACTOR shall deliver to COUNTY a Project Work Plan prepared in accordance with Subtask 1.1 – Develop Project Work Plan. The Project Work Plan shall provide the basis for the TEMIS Central Upgrade services provided by CONTRACTOR under this Agreement, implementation, configuration and testing of System software, including the Upgraded TEMIS Application Software, data conversion and migration, and any necessary training. Subsequent to COUNTY's Project Director's approval, the Project Work Plan may be modified only if such modification has been approved in advance in writing by COUNTY's Project Director or COUNTY's Project Manager, as applicable.

CONTRACTOR shall, in accordance with COUNTY's requirements, address the following major Tasks in the Project Work Plan:

Task 1 - Project Administration

Task 2 - TEMIS FTP Solution

Task 3 - TEMIS Database Consolidation

Task 4 - TEMIS Scanning Solution (Optional)

Task 5 - TEMIS ePCR Pilot (Optional)

Task 6 - Conduct Acceptance Tests for Upgraded TEMIS Application Software

Task 7 - Conduct Final Acceptance Test for Upgraded TEMIS Application Software

Task 8 - Provide TEMIS Application Software Support Services for Upgraded TEMIS Application Software

Task 9 - Provide Upgraded TEMIS Application Software

SUBTASK 1.2 – PREPARE STATUS REPORTS AND CONDUCT CONFERENCES

CONTRACTOR's Project Manager shall provide full project management and control of all Project activities during performance of all tasks set forth in this Exhibit A.1. This task shall include, but not be limited to:

1. Planning and direction;
2. CONTRACTOR staffing and personnel matters, including management of CONTRACTOR technical staff;
3. Evaluation of results and status reporting;
4. Incorporation of COUNTY's business and technical requirements;
5. Incorporation of required software modifications;
6. Management and tracking of all issues and their resolution.

CONTRACTOR's Project Manager and COUNTY's Project Manager shall provide reports of Project status (hereinafter "Status Report(s)") on a regular basis and shall participate in regular status meetings and/or teleconferences (hereinafter "Conference(s)"). The Project and reporting procedures shall include, but not be limited to, the following components:

1. Updated Project Work Plan;
2. Status Reports and Conferences.

The Status Reports prepared by CONTRACTOR's Project Manager pursuant to this Subtask 1.2 – Prepare Status Reports and Conduct Conferences shall be used as the mechanism for CONTRACTOR to report any Project risks or problems identified as part of the implementation process.

DELIVERABLE 1.2 – STATUS REPORTS AND CONFERENCES

CONTRACTOR's Project Manager shall prepare and present to COUNTY's Project Manager mutually acceptable written Status Reports documenting Project progress, plans, conferences and outstanding issues in accordance with Subtask 1.2 – Prepare Status Reports and Conduct Conferences. CONTRACTOR's Project Manager shall meet with or conduct a status update phone call with COUNTY's Project Manager at least monthly to review these Project Status Reports and any related matters. All variances shall be presented for approval at the status meeting. The first report shall be presented to COUNTY's Project Manager one (1) calendar month following the Amendment Four Effective Date, in a format approved by COUNTY.

TASK 2 – TEMIS FTP SOLUTION**SUBTASK 2.1 – PROVIDE FTP ACCESS SPECIFICATIONS****SUBTASK 2.1.1 – PROVIDE FTP ACCESS SPECIFICATIONS FOR TEMIS FIELD SITES**

CONTRACTOR shall provide specifications for FTP secured access that shall include, but not limited to, Uniform Resource Locator (URL), IP address and port settings, and verify compliance with such specifications.

SUBTASK 2.1.2 – VERIFY TEMIS FIELD SITE SPECIFICATIONS

CONTRACTOR shall also ensure that all TEMIS Field Sites have internet access via a DSL, T-1 line or similar means (no modem) for all work stations and/or servers that may utilize the FTP site.

DELIVERABLE 2.1 – FTP ACCESS SPECIFICATIONS

CONTRACTOR shall provide in writing the FTP access specifications for TEMIS Field Sites pursuant to Subtask 2.1 – Provide FTP Access Specifications including Subtask 2.1.1 – Provide FTP Access Specifications for TEMIS Field Sites and Subtask 2.1.2 – Verify TEMIS Field Site Specifications. CONTRACTOR shall certify in writing that all TEMIS Field Sites have internet access via a DSL, T-1 line or similar means (no modem) for all work station(s) and/or server(s) which may utilize the FTP site.

SUBTASK 2.2 – CERTIFY FIELD SITE ACCESS

CONTRACTOR shall install the TEMIS FTP software component of the Upgraded TEMIS Field Site Application Software at all TEMIS Field Sites and ensure that the firewall has been unblocked to allow data transmission to the FTP site.

DELIVERABLE 2.2 – FIELD SITE ACCESS CERTIFIED

CONTRACTOR shall certify in writing that all TEMIS Field Sites have their firewalls unblocked to allow data transmission to the FTP site and installation of FTP client application pursuant to Subtask 2.2 – Certify Field Site Access.

SUBTASK 2.3 – CERTIFY TEMIS CENTRAL SITE ACCESS

CONTRACTOR shall install TEMIS FTP software component of the Upgraded TEMIS Central Site Application Software at the TEMIS Central Site to allow data transmission from the FTP site.

DELIVERABLE 2.3 – TEMIS CENTRAL SITE ACCESS CERTIFIED

CONTRACTOR shall certify in writing that the FTP software has been successfully installed at the TEMIS Central Site pursuant to Subtask 2.3 – Certify TEMIS Central Site Access.

SUBTASK 2.4 – ENABLE FTP DATA TRANSFER

CONTRACTOR shall enable and ensure proper transfer of data between the TEMIS Field Site and TEMIS Central Site through the FTP site in accordance with the applicable Specifications, this Exhibit A.1 and the applicable Attachments to Exhibit A (Statement of Work).

DELIVERABLE 2.4 – FTP DATA TRANSFER ENABLED

CONTRACTOR shall certify in writing that data is properly transferred between the TEMIS Field Site(s) and the TEMIS Central Site via the TEMIS FTP Solution pursuant to Subtask 2.4 – Enable FTP Data Transfer.

SUBTASK 2.5 – CONDUCT ACCEPTANCE TESTS FOR TEMIS FTP SOLUTION

CONTRACTOR shall conduct the following Acceptance Tests for the TEMIS FTP Solution in accordance with Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software as Subtasks under this Subtask 2.5 – Conduct Acceptance Tests for TEMIS FTP Solution:

Subtask 2.5.1 Conduct Functional Test

Subtask 2.5.2 Conduct Integrated System Test

Subtask 2.5.3 Conduct System Performance Test

DELIVERABLE 2.5 – SUCCESSFULLY CONDUCTED ACCEPTANCE TESTS

CONTRACTOR shall certify in writing that the Acceptance Tests have been successfully conducted pursuant to Subtask 2.5 – Conduct Acceptance Tests for TEMIS FTP Solution and provide all documentation in support of all such Acceptance Tests.

SUBTASK 2.6 – CONDUCT FINAL ACCEPTANCE TEST FOR TEMIS FTP SOLUTION

CONTRACTOR shall participate in the conduct of the Final Acceptance Test for the TEMIS FTP Solution in accordance with Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software and Subsection A (TEMIS FTP Solution Acceptance Test) of Section I (Upgraded TEMIS Application Software Acceptance Test Criteria) of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

DELIVERABLE 2.6 – REPORT OF FINAL ACCEPTANCE TEST

CONTRACTOR shall prepare for COUNTY's Project Manager a written Final Acceptance Test report documenting the results of the Final Acceptance Test conducted pursuant to Subtask 2.6 – Conduct Final Acceptance Test for TEMIS FTP Solution.

TASK 3 – TEMIS DATABASE CONSOLIDATION**SUBTASK 3.1 – PROVIDE SERVER ENVIRONMENT SPECIFICATIONS**

CONTRACTOR shall provide server environment specifications for the following servers: (i) development and testing server, (ii) data warehouse server, (iii) reporting server, and (iv) transaction server.

DELIVERABLE 3.1 – SERVER ENVIRONMENT SPECIFICATIONS

CONTRACTOR shall provide in writing the server environment specifications for the servers as specified in Subtask 3.1 – Provide Server Environment Specifications and certify in writing that COUNTY provided servers comply with such specifications.

SUBTASK 3.2 – IMPLEMENT UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall expand the current data sets to incorporate all data sets into the consolidated database and modify the TEMIS Application Software by developing the

TEMIS Database Consolidation software component of the Upgraded TEMIS Application Software to run on the consolidated database. CONTRACTOR shall implement the Upgraded TEMIS Application Software in the Test Environment.

DELIVERABLE 3.2 – UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall submit in writing a listing of all data fields to COUNTY for validation and approval and certify in writing that the Upgraded TEMIS Application Software has been implemented in accordance with Subtask 3.2 – Implement Upgraded TEMIS Application Software.

SUBTASK 3.3 – MIGRATE TEMIS DATABASES TO UPGRADED TEMIS APPLICATION SOFTWARE

As part of the TEMIS Database Consolidation, CONTRACTOR shall migrate the existing TEMIS databases at the TEMIS Central Site to the Test Environment operating the Upgraded TEMIS Application Software.

DELIVERABLE 3.3 – TEMIS DATABASES MIGRATED

CONTRACTOR shall certify in writing that the TEMIS databases have been successfully migrated to the System environment utilized by the TEMIS Database Consolidation software component of the Upgraded TEMIS Application Software, including Upgraded TEMIS Central Site Application Software, pursuant to Subtask 3.3 – Migrate TEMIS Databases to Upgraded TEMIS Application Software.

SUBTASK 3.4 – CONDUCT ACCEPTANCE TESTS FOR DATABASE CONSOLIDATION

CONTRACTOR shall conduct the following Acceptance Tests for the TEMIS Database Consolidation in accordance with Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software as Subtasks under this Subtask 3.4 – Conduct Acceptance Tests for Database Consolidation:

Subtask 3.4.1 Conduct Functional Test

Subtask 3.4.2 Conduct Integrated System Test

Subtask 3.4.3 Conduct System Performance Test

DELIVERABLE 3.4 – SUCCESSFULLY CONDUCTED ACCEPTANCE TESTS

CONTRACTOR shall certify in writing that the Acceptance Tests have been successfully conducted pursuant to Subtask 3.4 – Conduct Acceptance Tests for Database Consolidation and provide all documentation in support of all such Acceptance Tests.

SUBTASK 3.5 – TRANSITION TO PRODUCTION ENVIRONMENT

CONTRACTOR shall perform all tasks required for transitioning the System from the Test Environment to the Production Environment. These tasks shall include but not be limited to the following:

- Populating the new consolidated database to include data clean up, de-duplication and merging of all data;
- Evaluation of the data fields to determine if revisions/updates are needed to the interface and data conversion plan;
- Moving interfaces from the Test Environment to the Production Environment;
- Completion of system training for the identified staff;

- Validating access to TEMIS from the Central Site remote computers (EMS offices).

DELIVERABLE 3.5 – GO-LIVE

CONTRACTOR shall submit to COUNTY's Project Manager for approval a certification that the System is ready for production use by COUNTY in the Production Environment and reached Go-Live pursuant to Subtask 3.5 – Transition to Production Environment.

SUBTASK 3.6 – CONDUCT FINAL ACCEPTANCE TEST FOR TEMIS DATABASE CONSOLIDATION

CONTRACTOR shall participate in the conduct of the Final Acceptance Test for the TEMIS Database Consolidation in accordance with Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software and Subsection B (TEMIS Database Consolidation Acceptance Tests) of Section I (Upgraded TEMIS Application Software Acceptance Test Criteria) of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

DELIVERABLE 3.6 – REPORT OF FINAL ACCEPTANCE TEST

CONTRACTOR shall prepare for COUNTY's Project Manager a written Final Acceptance Test report documenting the results of the Final Acceptance Test conducted pursuant to Subtask 3.6 – Conduct Final Acceptance Test for TEMIS Database Consolidation.

TASK 4 – TEMIS SCANNING SOLUTION (OPTIONAL)**SUBTASK 4.1 – PROVIDE SPECIFICATIONS FOR TEMIS HARDWARE**

CONTRACTOR shall provide hardware specifications for TEMIS Scanning Solution and verify COUNTY's compliance with such specifications for the following:

- Field Site scanners
- TEMIS Central Site hardware - to include computers, monitors
- TEMIS Central Site server

DELIVERABLE 4.1 – TEMIS HARDWARE SPECIFICATIONS

CONTRACTOR shall provide in writing the hardware specifications for: (i) Field Site scanners, (ii) required TEMIS Central Site Hardware, and (iii) required TEMIS Central Site server. CONTRACTOR shall certify in writing that COUNTY provided TEMIS Hardware complies with such specifications.

SUBTASK 4.2 – DEVELOP TEMIS SCANNING SOLUTION SOFTWARE AND FORMS

CONTRACTOR shall develop a scanning solution software program and the Patient Care Record (PCR) form to be utilized for scanning as part of the TEMIS Scanning Solution software component of the Upgraded TEMIS Application Software. As applicable, the TEMIS Scanning Solution software and forms shall include OCR (Optical Character Recognition) and OMR (Optical Mark Recognition) functionality.

DELIVERABLE 4.2 – TEMIS SCANNING SOLUTION SOFTWARE AND FORMS DEVELOPED

CONTRACTOR shall develop the software necessary to allow TEMIS Field Sites to scan the patient care record and transmit the information to the TEMIS central site in accordance with Subtask 4.2 – Develop TEMIS Scanning Solution Software and Forms.

CONTRACTOR shall submit to COUNTY's Project Manager for approval a scannable PCR that includes all necessary documentation fields as determined by COUNTY.

SUBTASK 4.3 – INSTALL TEMIS SCANNING SOLUTION SOFTWARE

CONTRACTOR shall develop and install the TEMIS Scanning Solution software component of the Upgraded TEMIS Application Software at the TEMIS Central Site and the TEMIS Field Sites in accordance with the applicable Specifications, this Exhibit A.1 and the applicable Attachments to Exhibit A (Statement of Work).

DELIVERABLE 4.3 – TEMIS SCANNING SOLUTION SOFTWARE INSTALLED

CONTRACTOR shall certify in writing that the TEMIS Scanning Solution software component of the Upgraded TEMIS Application Software has been successfully installed at all TEMIS Field Sites and the TEMIS Central Site in accordance with Subtask 4.3 – Install TEMIS Scanning Solution Software.

SUBTASK 4.4 – CONDUCT ACCEPTANCE TESTS FOR TEMIS SCANNING SOLUTION

CONTRACTOR shall conduct the following Acceptance Tests for the TEMIS Database Consolidation in accordance with Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software as Subtasks under this Subtask 4.4 – Conduct Acceptance Tests for TEMIS Scanning Solution:

Subtask 4.4.1 Conduct Functional Test

Subtask 4.4.2 Conduct Integrated System Test

Subtask 4.4.3 Conduct System Performance Test

DELIVERABLE 4.4 – SUCCESSFULLY CONDUCTED ACCEPTANCE TESTS

CONTRACTOR shall certify in writing that the Acceptance Tests have been successfully conducted pursuant to Subtask 4.4 – Conduct Acceptance Tests for TEMIS Scanning Solution and provide all documentation in support of all such Acceptance Tests.

SUBTASK 4.5 – TRANSITION TO PRODUCTION ENVIRONMENT

CONTRACTOR shall perform all tasks required for transitioning the System from the Test Environment to the Production Environment. These tasks shall include but not be limited to the following:

- Validating the completeness and legibility of the scanned PCR received at TEMIS Central Site;
- Evaluation of the data fields to ensure that invalid fields are noted as such and to determine if revisions/updates are needed to the interface and data conversion plan;
- Moving interfaces from the Test Environment to the Production Environment;
- Completion of system training for the identified staff;

DELIVERABLE 4.5 – GO-LIVE

CONTRACTOR shall submit to COUNTY's Project Manager for approval a certification that the System is ready for production use by COUNTY in the Production Environment and reached Go-Live pursuant to Subtask 4.5 – Transition to Production Environment.

SUBTASK 4.6 – CONDUCT FINAL ACCEPTANCE TEST FOR TEMIS SCANNING SOLUTION

CONTRACTOR shall participate in the conduct of the Final Acceptance Test for the TEMIS Scanning Solution in accordance with Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software and Subsection C (TEMIS Scanning Solution Acceptance Tests) of Section I (Upgraded TEMIS Application Software Acceptance Test Criteria) of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

DELIVERABLE 4.6 – REPORT OF FINAL ACCEPTANCE TEST

CONTRACTOR shall prepare for COUNTY's Project Manager a written Final Acceptance Test report documenting the results of the Final Acceptance Test conducted pursuant to Subtask 4.6 – Conduct Final Acceptance Test for TEMIS Scanning Solution.

TASK 5 – TEMIS ePCR PILOT (OPTIONAL)**SUBTASK 5.1 – PROVIDE SPECIFICATIONS FOR TEMIS HARDWARE**

CONTRACTOR shall provide hardware specifications and verify COUNTY's compliance with such specifications for the following:

- Server connectivity
- TEMIS Field Site electronic data capture devices
- Field Site server

DELIVERABLE 5.1 – TEMIS HARDWARE SPECIFICATIONS

CONTRACTOR shall provide in writing the hardware specifications for: (i) server connectivity, (ii) electronic data capture devices, and (iii) TEMIS Field Site server. CONTRACTOR shall certify in writing that COUNTY provided TEMIS Hardware complies with such specifications.

SUBTASK 5.2 – INSTALL TEMIS ePCR PILOT SOFTWARE

CONTRACTOR shall install the TEMIS ePCR Pilot software component of the Upgraded TEMIS Application Software on TEMIS Field Site electronic data capture devices and TEMIS Field Site server(s) in accordance with the applicable Specifications, this Exhibit A.1 and the applicable Attachments to Exhibit A (Statement of Work).

DELIVERABLE 5.2 – TEMIS ePCR PILOT SOFTWARE INSTALLED

CONTRACTOR shall certify in writing that the TEMIS ePCR Pilot software component of the Upgraded TEMIS Application Software has been successfully installed on all TEMIS Field Site electronic data capture devices and TEMIS Field Site server(s).

SUBTASK 5.3 – CONDUCT ACCEPTANCE TESTS FOR TEMIS ePCR PILOT

CONTRACTOR shall conduct the following Acceptance Tests for the TEMIS ePCR Pilot in accordance with Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software as Subtasks under this Subtask 5.3 – Conduct Acceptance Tests for TEMIS ePCR Pilot:

- Subtask 5.3.1 Conduct Functional Test
- Subtask 5.3.2 Conduct Integrated System Test
- Subtask 5.3.3 Conduct System Performance Test

DELIVERABLE 5.3 – SUCCESSFULLY CONDUCTED ACCEPTANCE TESTS

CONTRACTOR shall certify in writing that the Acceptance Tests have been successfully conducted pursuant to Subtask 5.3 – Conduct Acceptance Tests for TEMIS ePCR Pilot and provide all documentation in support of all such Acceptance Tests.

SUBTASK 5.4 – TRANSITION TO PRODUCTION ENVIRONMENT

CONTRACTOR shall perform all tasks required for transitioning the System from the Test Environment to the Production Environment. These tasks shall include but not be limited to the following:

- Validating that all data fields requested by COUNTY are located on the ePCR;
- Ensuring that all data electronically transmits to the TEMIS Field Site server(s) and TEMIS Central Site;
- Moving interfaces from the Test Environment to the Production Environment;
- Completion of system training for the identified staff;

DELIVERABLE 5.4 – GO-LIVE

CONTRACTOR shall submit to COUNTY's Project Manager for approval a certification that the System is ready for production use by COUNTY in the Production Environment and reached Go-Live pursuant to Subtask 5.4 – Transition to Production Environment.

SUBTASK 5.5 – CONDUCT FINAL ACCEPTANCE TEST FOR TEMIS ePCR PILOT

CONTRACTOR shall participate in the conduct of the Final Acceptance Test for the TEMIS ePCR Pilot in accordance with Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software and Subsection D (TEMIS ePCR Pilot Acceptance Tests) of Section I (Upgraded TEMIS Application Software Acceptance Test Criteria) of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

DELIVERABLE 5.5 – REPORT OF FINAL ACCEPTANCE TEST

CONTRACTOR shall prepare for COUNTY's Project Manager a written Final Acceptance Test report documenting the results of the Final Acceptance Test conducted pursuant to Subtask 5.5 – Conduct Final Acceptance Test for TEMIS ePCR Pilot.

TASK 6 – CONDUCT ACCEPTANCE TESTS FOR UPGRADED TEMIS APPLICATION SOFTWARE**SUBTASK 6.1 – PROVIDE STANDARD TEST PLAN**

CONTRACTOR shall submit to COUNTY's Project Manager, in writing, the Standard Test Plan which includes each Acceptance Test and the Final Acceptance Test listed in Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

DELIVERABLE 6.1 – WRITTEN TEST PLAN

CONTRACTOR shall submit to COUNTY's Project Manager, in writing, its Standard Test Plan, and such test plan, as may be revised, shall be consistent with Acceptance Test criteria detailed in Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test).

SUBTASK 6.2 – CONDUCT ACCEPTANCE TESTS

CONTRACTOR shall conduct and actively support COUNTY in the conduct of Acceptance Tests in accordance with the requirements of Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test). CONTRACTOR shall fully document the results of each test, including without limitation, any Deficiencies found during testing. In the event of any Deficiencies, CONTRACTOR shall comply with requirements of this Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software until successful completion of each such Acceptance Test.

CONTRACTOR and/or COUNTY will conduct, and Upgraded TEMIS Application Software must pass, the following Acceptance Tests, as applicable, prior to performance of Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software by COUNTY:

1. Functional Test
2. Integrated System Test
3. System Performance Test

All tests indicated in this Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software shall be conducted using the following general guidelines:

- A. CONTRACTOR shall deliver, for each test under consideration, the related Upgraded TEMIS Application Software database listed in Subsection F (TEMIS Application Software Databases) of Section I (TEMIS Application Software Capabilities) of Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade), along with CONTRACTOR's Standard Test Plan for conducting each test (hereafter "Standard Test Plan") as further described in Subtask 6.1 – Provide Standard Test Plan.
- B. CONTRACTOR shall actively support and participate in COUNTY's review of CONTRACTOR's Standard Test Plan in accordance with Subtask 6.1 – Provide Standard Test Plan.
- C. Any revisions to CONTRACTOR's Standard Test Plan shall be in writing, subject to mutual written agreement by COUNTY's Project Director and CONTRACTOR's Project Director. The revised Standard Test Plan shall be the sole basis for conducting the Upgraded TEMIS Application Software testing.
- E. CONTRACTOR shall document the results of each test, including, without limitation, the identification of any and all Deficiencies as measured against the test plan. Any such documentation shall be provided to COUNTY within five (5) Working Days of the conclusion of the test, and such documentation shall include any Deficiencies identified by COUNTY. COUNTY may identify any Deficiencies in each test and, if so, will provide a written list of such Deficiencies to CONTRACTOR.
- F. CONTRACTOR shall deliver to COUNTY, within three (3) Working Days of COUNTY's receipt of any documented Deficiencies, a written plan and timetable to resolve any Deficiencies identified by CONTRACTOR or COUNTY, or a written description of disputed items. COUNTY and CONTRACTOR shall

mutually agree to a final list of Deficiencies upon which retesting shall be conducted.

- G. CONTRACTOR shall resolve any Deficiencies and shall then notify COUNTY in writing, within three (3) Working Days, that the Upgraded TEMIS Application Software is ready for retesting.
- H. CONTRACTOR shall actively support COUNTY's retest of the TEMIS Application Software. COUNTY shall notify CONTRACTOR within three (3) Working Days of the results of Deficiency retesting.
- I. In the event that COUNTY finds that all the Deficiencies have not been corrected by CONTRACTOR, the cycle of corrective action by CONTRACTOR and retesting by COUNTY may be, at COUNTY's sole discretion, repeated. If the Upgraded TEMIS Application Software fails to meet the test criteria after sixty-six (66) Working Days, as calculated from the first date such testing was begun, COUNTY may, at its option: (i) request that CONTRACTOR provide and install a replacement for any failed Upgraded TEMIS Application Software at no cost to COUNTY, (ii) extend the performance test period, or (3) terminate this Agreement for default pursuant to Paragraph 30 (Termination for Default) of the body of this Agreement.
- J. COUNTY will notify CONTRACTOR in writing within three (3) Working Days of the successful completion of each test.
- K. Within three (3) Working Days of receipt of notice, by COUNTY, of successful completion of each test, CONTRACTOR shall provide written verification that CONTRACTOR concurs or does not concur with such test results. If CONTRACTOR does not concur, CONTRACTOR shall specify all areas of disagreement.
- L. Within five (5) Working Days of the successful completion of all Acceptance Tests, CONTRACTOR shall submit to COUNTY's Project Director a report stating that all Acceptance Tests have been successfully completed for the Upgraded TEMIS Application Software.
- M. COUNTY's Project Director will provide written Acceptance of the report or written notice of disputed items within five (5) Working Days of receipt of the report from CONTRACTOR. COUNTY's written Acceptance of the report shall be required before performance of Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software.

DELIVERABLE 6.2 – WRITTEN NOTIFICATION OF RESULTS OF ACCEPTANCE TESTS

CONTRACTOR shall document in writing the results of each applicable Acceptance Test for each of the TEMIS Central Upgrade Components conducted in accordance with Subtask 6.2 – Conduct Acceptance Tests.

TASK 7 – CONDUCT FINAL ACCEPTANCE TEST FOR UPGRADED TEMIS APPLICATION SOFTWARE

Commencing upon Go-Live, CONTRACTOR shall maintain the System in production use for thirty (30) consecutive days with no Deficiencies. Upon occurrence of a Deficiency, CONTRACTOR shall correct such Deficiency by re-performance as further specified in

Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test) and the provisions of Subtask 6.2 – Conduct Acceptance Tests.

DELIVERABLE 7 – REPORT OF FINAL ACCEPTANCE TEST FOR UPGRADED TEMIS APPLICATION SOFTWARE

The Upgraded TEMIS Application Software for each TEMIS Central Upgrade Component and installation thereof shall achieve Final Acceptance by COUNTY only after all the following have occurred:

- A. CONTRACTOR has successfully implemented the applicable TEMIS Central Upgrade Component of the Upgraded TEMIS Application Software, and each and every subtask and Deliverable associated with the implementation of such Upgraded TEMIS Application Software has been delivered to COUNTY and has been approved by COUNTY pursuant to Subparagraph 2.4 (Approval of Work) of the body of this Agreement.
- B. CONTRACTOR has successfully completed Task 6 – Conduct Acceptance Tests for Upgraded TEMIS Application Software set forth in this Exhibit A.1, and each and every subtask and Deliverable associated with such Acceptance Tests has been delivered to COUNTY and has been approved by COUNTY pursuant to Subparagraph 2.4 (Approval of Work) of the body of this Agreement.
- C. CONTRACTOR has successfully completed Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software set forth in this Exhibit A.1, and each and every subtask and Deliverable associated with the Final Acceptance Test has been delivered to COUNTY and has been approved by COUNTY pursuant to Subparagraph 2.4 (Approval of Work) of the body of this Agreement.

The System shall achieve Final Acceptance when CONTRACTOR submits to COUNTY's Project Manager the results of the Final Acceptance Test certifying that the System has been in production use during the 30-day period and all Deficiencies discovered during such period have been corrected, as further provided in Task 7 – Conduct Final Acceptance Test for Upgraded TEMIS Application Software.

TASK 8 – PROVIDE TEMIS APPLICATION SOFTWARE SUPPORT SERVICES FOR UPGRADED TEMIS APPLICATION SOFTWARE

SUBTASK 8.1 – PROVIDE TEMIS APPLICATION SOFTWARE MAINTENANCE FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide ongoing maintenance for Upgraded TEMIS Application Software as set forth in Section II (TEMIS Application Software Maintenance) of Attachment D (Schedule of TEMIS Application Software Support Services), which includes responsibilities for corrective and preventative maintenance.

SUBTASK 8.2 – PROVIDE TEMIS APPLICATION SOFTWARE ON-SITE TECHNICAL SUPPORT FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide ongoing On-Site Technical Support for Upgraded TEMIS Application Software as set forth in Section III (TEMIS Application Software On-Site Technical Support) of Attachment D (Schedule of TEMIS Application Software Support Services).

Ongoing maintenance and on-site technical support for the TEMIS FTP Solution software component of the Upgraded TEMIS Application Software shall include, but not be limited to, the following:

- Correction of any failure of the FTP site to meet Acceptance Test criteria listed in Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test);
- Preventative maintenance to include update, corrections, modifications, new releases and new version of the Upgraded TEMIS Application Software;
- Adding additional TEMIS Field Sites as required by COUNTY which shall meet all requirements of this Exhibit A.1, including Task 2 – TEMIS FTP Solution.

SUBTASK 8.3 – PROVIDE TEMIS APPLICATION SOFTWARE DATABASE ADMINISTRATION FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide ongoing Database Administration for Upgraded TEMIS Application Software as set forth in Section IV (TEMIS Application Software Database Administration) of Attachment D (Schedule of TEMIS Application Software Support Services).

SUBTASK 8.4 – PROVIDE TEMIS APPLICATION SOFTWARE TRAINING FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide Training for Upgraded TEMIS Application Software as set forth in Section V (TEMIS Application Software Training) of Attachment D (Schedule of TEMIS Application Software Support Services).

SUBTASK 8.5 – PROVIDE DOCUMENTATION FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall create written documentation for the Upgraded TEMIS Application Software, including TEMIS Database Consolidation, TEMIS FTP Solution, and, as applicable, TEMIS ePCR Pilot and TEMIS Scanning Solution. Such documentation shall include, at a minimum, system configuration, database schema(s), data dictionaries, user manuals, administration manuals, interfaces, system dependencies and other applicable information. Such documentation must be provided in an electronic or other format acceptable to COUNTY.

Unless specified by COUNTY otherwise, while performing the Tasks and Deliverables listed in this Exhibit A.1, CONTRACTOR shall provide documentation and knowledge transfer relating to such Tasks and Deliverables based on COUNTY's specifications.

Those tasks, which will be performed off-site, shall include:

1. Written documentation of the steps required to perform such tasks.
2. Six (6) mutually agreed upon on-site review sessions with discussion (questions and answers) of the tasks with the TEMIS Central Site and TEMIS Field Site personnel. Additional CONTRACTOR personnel may join the scheduled sessions by conference call.
3. Procedures for the support and troubleshooting of each task suitable for use by the TEMIS Central Site and TEMIS Field Site personnel. The procedure must include sufficient detail to allow the TEMIS Central Site and TEMIS Field Site personnel to re-perform the task.

DELIVERABLE 8 - TEMIS APPLICATION SOFTWARE SUPPORT SERVICES FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide ongoing Maintenance, ongoing On-Site Technical Support, ongoing Database Administration and ongoing Training for Upgraded TEMIS Application Software and FTP Solution in accordance with Task 8 – Provide TEMIS Application Software Support Services for Upgraded TEMIS Application Software including all Subtasks thereunder.

CONTRACTOR shall provide to COUNTY written documentation for the Upgraded TEMIS Application, including TEMIS Database Consolidation, TEMIS FTP Solution, and, as applicable, TEMIS ePCR Pilot and TEMIS Scanning Solution. Such documentation shall include, at a minimum, system configuration, database schema(s), user manuals, administration manuals, interfaces, system dependencies and other applicable information.

TASK 9 – PROVIDE TEMIS APPLICATION SOFTWARE

CONTRACTOR shall license and provide Upgraded TEMIS Application Software to COUNTY during the term of this Agreement commencing upon the Amendment Four Effective Date. CONTRACTOR's license shall be as provided for in Subparagraph 10.3 (License of TEMIS Application Software to COUNTY) of the body of this Agreement.

DELIVERABLE 9 – TEMIS APPLICATION SOFTWARE

CONTRACTOR shall license and provide TEMIS Application Software to COUNTY on a continuous basis for the term of this Agreement in accordance with Task 9 – Provide TEMIS Application Software.

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 3

Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications –
TEMIS Central Upgrade)
to Exhibit A (Statement of Work) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT A.1

**TEMIS APPLICATION SOFTWARE
CAPABILITIES AND TABLE
SPECIFICATIONS – TEMIS CENTRAL UPGRADE**

OCTOBER 2010

This Attachment A.1 to Exhibit A (Statement of Work) specifies the capabilities of all the table specifications for the Upgraded TEMIS Application Software. This Attachment A.1 to Exhibit A (Statement of Work) is deemed part of and is incorporated into Attachment A (TEMIS Application Software Capabilities and Table Specifications) of Exhibit A (Statement of Work).

I. TEMIS APPLICATION SOFTWARE CAPABILITIES

A. DATA ENTRY AND EDITING CAPABILITY

The Upgraded TEMIS Application Software will have the capability for electronic data capture utilizing: i) direct data entry at the TEMIS Central Site and TEMIS Field Sites; ii) upload of data gathered at the TEMIS Field Sites from the FTP site; and, iii) data upload of flat files (i.e., Excel). The Upgraded TEMIS Application Software shall integrate with the various data capture methodologies such as data entry, TEMIS Scanning Solution and TEMIS ePCR Pilot.

B. REPORT GENERATOR CAPABILITY

Allows for a multitude of reports and calculations to be generated utilizing the data fields located within the Upgraded TEMIS Application Software database.

C. SYSTEM-LEVEL MANAGEMENT CAPABILITY

Access, security controls and data warehousing shall comply with current industry security standards and as specified by COUNTY data security policies.

D. PERSONAL CUSTOMIZATION CAPABILITY

Provides the ability to customize select features of the Upgraded TEMIS Application Software database by Users.

E. TELECOMMUNICATION CAPABILITY

Allows for a subset of data gathered at the TEMIS Field Sites, for any specified length of time, to be transmitted to the TEMIS Central Site.

F. TEMIS APPLICATION SOFTWARE DATABASES

The Upgraded TEMIS Application Software database shall contain all data elements at the TEMIS Central Site. Patient records from TEMIS Field Sites will be matched based on a unique identifier and the data for a single patient will be merged into a single patient account enabling reporting on all data fields. The import process will be modified to effect a merge operation such that data from a Trauma Hospital TEMIS Field Site does not clear out or overwrite data from a Base Hospital or EMS Provider TEMIS Field Site and vice-versa. The TEMIS Central Site will have all data elements from the various TEMIS Field Sites. Each TEMIS Field Site will only have access to their data.

II. TABLE SPECIFICATIONS

CONTRACTOR shall assist COUNTY in developing a specific data dictionary defining each specific data element and calculated fields contained in the Upgraded TEMIS Application Software, which will be no less than the existing data elements and fields contained in the current Enhanced TEMIS Application Software prior to the TEMIS Database Consolidation. Changes to any data element and field shall be done with COUNTY's written approval.

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 4

Attachment B.1 (Schedule of TEMIS Hardware, TEMIS Software and
TEMIS Application Software Support Services – TEMIS Central Upgrade)
to Exhibit A (Statement of Work) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT B.1

**SCHEDULE OF TEMIS HARDWARE, TEMIS SOFTWARE AND TEMIS APPLICATION
SOFTWARE SUPPORT SERVICES – TEMIS CENTRAL UPGRADE**

OCTOBER 2010

CONTRACTOR shall provide all TEMIS Application Software specified herein and elsewhere in the Agreement. COUNTY shall furnish all TEMIS hardware and operating software.

COUNTY shall have the right to purchase and install the updated version and/or newer model provided that CONTRACTOR has verified compliance of these updated versions and/or newer models with the minimum specifications required for TEMIS Application Software.

I. TEMIS HARDWARE

A. TEMIS Central Site Hardware

1. Enhanced TEMIS Hardware

HARDWARE	SPECIFICATIONS	QUANTITY
Central Site SQL Server	Quad Core Xeon Processor @ 3 GHz 12 GB RAM 700 GB Hard Drive	1
Central Site Application Server	Quad Core Xeon Processor @ 3 GHz 3 GB RAM 400 GB Hard Drive	1
Central Site Development Server	Quad Core Xeon Processor @ 3 GHz 3 GB RAM 500 GB Hard Drive	1
Central Site Workstations	Intel® Pentium 4 (2.8 GHz) 512 GB RAM 2 GB of Available Disk Space Display adapter and monitor capable of displaying 1024 X 768 100 Mbps NIC Adapter Mouse Keyboard	14
Central Site Printer	250 MHz processor 32 MB memory standard 32 page per minute engine	1

2. Upgraded TEMIS Hardware

a) TEMIS Database Consolidation

HARDWARE	SPECIFICATIONS	QUANTITY
Central Site SQL Server	HP Proliant DL380 G6 Server Xeon Processor X5670 2.93GHz, 12M L3 Cache, 95 Watts, DDR3- 1333MHz,HT, Turbo 16 GB RAM Embedded P410i (SAS Array Controller) (2) HP 146 GB Hot Plug 2.5 SAS Dual Port 10,000 RPM Hard Drive (4) HP 300 GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive HP Slim 12.7mm SATA DVD Optical Drive (2) Embedded Dual Port Multifunctional Gigabit Network Adapter (2) HP 460W CS HE Power Supplies	1
Central Site Transaction Log Server	HP Proliant DH360 G7 Server Quad-Core Intel Xeon Processor E5640 2.66 GHz, 12 M L3 Cache, 80 Watts, DDR3-1066MHz, HT Turbo HP 8 GB RAM Embedded E410i/ZM (SAS Array Controller) (4) HP 146 GB Hot Plug 2.5 SAS Dual Port 10,000 RPM Hard Drive HP Slim 12.7mm SATA DVD Optical Drive (2) Embedded Dual Port Multifunctional Gigabit Network Adapter (2) HP 460W CS HE Power Supplies	1
Central Site Workstations	HP 8100 Elite Small Form Factor PC Intel Core i5-650 Processor Intel Q57 Chipset Integrated 4GB RAM HP 250GB 3.5” 7200 RPM Hard Drive HP SATA DVD-ROM Drive	21

**ATTACHMENT B.1 – SCHEDULE OF TEMIS HARDWARE, TEMIS SOFTWARE AND
TEMIS APPLICATION SOFTWARE SUPPORT SERVICES – TEMIS CENTRAL UPGRADE**

b) TEMIS Scanning Solution

HARDWARE	SPECIFICATIONS	QUANTITY
Central Site Database Scanning Server	Intel® Xeon® X7460 16 GB of RAM 10 Gbps Network Adapter Controller #1 # of Hard Drives: 2 Configuration: RAID 1 Mouse Keyboard Use: To store operating system files Controller #2 # of Hard Drives: 2 Configuration: RAID 1 Use: To store transaction log files Controller #3 # of Hard Drives: 3 Configuration: RAID 5 Use: To store databases 50 GB of Available Disk Space	1
Central Site Scanning Application Server	Intel® Xeon® X3320 4 GB of RAM Display adapter and monitor capable of displaying 1024 X 768 10 Gbps Network Adapter Mouse Keyboard Controller #1 # of Hard Drives: 2 Configuration: RAID 1 Use: To store operating system files Controller #2 # of Hard Drives: 3 Configuration: RAID 5 Use: To store application files	1
Central Site Computer Monitors (Additional)	To be determined	9

c) TEMIS ePCR Pilot

No additional hardware required.

d) TEMIS FTP Solution

No additional hardware required.

B. TEMIS Field Site Hardware

1. Enhanced TEMIS Hardware

HARDWARE	SPECIFICATIONS	QUANTITY
Field Site Workstations ⁽¹⁾	Intel® Pentium 4 (2.8 GHz) 512 GB RAM 2 GB of Available Disk Space Display adapter and monitor capable of displaying 1024 X 768 100 Mbps NIC Adapter Mouse Keyboard	Up to 45
Field Site Printers ⁽¹⁾	66 Hz processor 4 MB memory standard 10 page per minute engine	Up to 45

2. Upgraded TEMIS Hardware

a) TEMIS Database Consolidation

No additional hardware required.

b) TEMIS Scanning Solution

HARDWARE	SPECIFICATIONS	QUANTITY
Field Site Scanner	To be determined	5 (min)

**ATTACHMENT B.1 – SCHEDULE OF TEMIS HARDWARE, TEMIS SOFTWARE AND
TEMIS APPLICATION SOFTWARE SUPPORT SERVICES – TEMIS CENTRAL UPGRADE**

c) TEMIS ePCR Pilot

HARDWARE	SPECIFICATIONS	QUANTITY
Field Site ePCR Database Server	Intel® Xeon® X7460 16 GB of RAM 10 Gbps Network Adapter Controller #1 # of Hard Drives: 2 Configuration: RAID 1 Use: To store operating system files Controller #2 # of Hard Drives: 2 Configuration: RAID 1 Use: To store transaction log files Controller #3 # of Hard Drives: 3 Configuration: RAID 5 Use: To store databases 50 GB of Available Disk Space	1 (min)
Field Site Electronic Data Capture Devices	Intel® Core 2 Duo Processor 1 GB RAM 60GB SATA 5,400 RPM Hard Drive Wi-Fi Network Adapter Keyboard	5 (min)
Field Site Printers	To be determined	5 (min)

d) TEMIS FTP Solution

No additional hardware required.

II. TEMIS SOFTWARE

A. TEMIS OPERATING SOFTWARE

For the purpose of TEMIS Central Upgrade the terms "Operating Software" and "Third Party Software" shall be used interchangeably and shall have the same meaning and composition.

1. TEMIS Central Site Operating Software

a) Enhanced TEMIS Operating Software

LOCATION	SPECIFICATIONS
Central Site Servers	Windows Server 2003 Symantec Endpoint Protection
Central Site Workstations	Windows XP Professional Microsoft Office 2007 Symantec Endpoint Protection

b) Upgraded TEMIS Operating Software

(1) TEMIS Database Consolidation

LOCATION	SPECIFICATIONS
Central Site Database Server	Microsoft Windows Server 2008, R2, 64-Bit, Enterprise
Central Site SQL Server	Microsoft Windows SQL Server 2008
Central Site Transaction Log Server	Microsoft Windows Server 2008, R2, 64-Bit Standard
Central Site Task Handler Server	Microsoft Windows 7 Professional 64-Bit
Central Site Workstations	Windows XP Professional

(2) TEMIS Scanning Solution

LOCATION	SPECIFICATIONS
Central Site Scanning Database Server	Microsoft Windows Server 2008, R2, 64-Bit, Enterprise Microsoft SQL Server 2008, R2, 64-Bit or Oracle 11g Edition
Central Site Scanning Application Server	Microsoft Windows 2008, R2, 64-Bit, Standard with SP1

(3) TEMIS ePCR Pilot

LOCATION	SPECIFICATIONS
Central Site ePCR Application Server	Microsoft Windows 2008, R2, 64-Bit, Standard with SP1

(4) TEMIS FTP Solution

LOCATION	SPECIFICATIONS
Central Site Lancet Workstations	FileZilla Client

2. TEMIS Field Site Operating Software

a) Enhanced TEMIS Field Site Operating Software

LOCATION	SPECIFICATIONS
Field Site Workstations	Windows XP Professional

b) Upgraded TEMIS Field Site Operating Software

(1) TEMIS Database Consolidation

No additional software required.

(2) TEMIS Scanning Solution

No additional software required.

(3) TEMIS ePCR Pilot

LOCATION	SPECIFICATIONS
Field Site ePCR Database Server	Microsoft Windows Server 2008 R2 (64-bit), Enterprise Microsoft SQL Server 2008 R2 (64-bit) or Oracle 11g Edition

(4) TEMIS FTP Solution

LOCATION	SPECIFICATIONS
Field Site Workstations	PuTTY Client Microsoft Windows Supported Operating Software

B. TEMIS THIRD PARTY SOFTWARE

1. TEMIS Central Site Third Party Software

For the purpose of TEMIS Central Upgrade the terms "Operating Software" and "Third Party Software" shall be used interchangeably and shall have the same meaning and composition.

a) Enhanced TEMIS Third Party Software

LOCATION	SPECIFICATIONS
Central Site Servers	Windows Server 2003 Symantec Endpoint Protection
Central Site Workstations	Windows XP Professional Microsoft Office 2007 Symantec Endpoint Protection

b) Upgraded TEMIS Third Party Software

(1) TEMIS Database Consolidation

LOCATION	SPECIFICATIONS
Central Site Database Server	Microsoft Windows Server 2008, R2, 64-Bit, Enterprise
Central Site SQL Server	Microsoft Windows SQL Server 2008
Central Site Transaction Log Server	Microsoft Windows Server 2008, R2, 64-Bit Standard
Central Site Task Handler Server	Microsoft Windows 7 Professional 64-Bit
Central Site Workstations	Windows XP Professional

(2) TEMIS Scanning Solution

LOCATION	SPECIFICATIONS
Central Site Scanning Database Server	Microsoft Windows Server 2008, R2, 64-Bit, Enterprise Microsoft SQL Server 2008, R2, 64-Bit or Oracle 11g Edition
Central Site Scanning Application Server	Microsoft Windows 2008, R2, 64-Bit, Standard with SP1

(3) TEMIS ePCR Pilot

LOCATION	SPECIFICATIONS
Central Site ePCR Application Server	Microsoft Windows 2008, R2, 64-Bit, Standard with SP1

(4) TEMIS FTP Solution

LOCATION	SPECIFICATIONS
Central Site Lancet Workstations	FileZilla Client

2. TEMIS Field Site Third Party Software

a) Enhanced TEMIS Field Site Third Party Software

LOCATION	SPECIFICATIONS
Field Site Workstations	Windows XP Professional

b) Upgraded TEMIS Field Site Third Party Software

(1) TEMIS Database Consolidation

No additional software required.

(2) TEMIS Scanning Solution

No additional software required.

(3) TEMIS ePCR Pilot

LOCATION	SPECIFICATIONS
Field Site ePCR Database Server	Microsoft Windows Server 2008 R2 (64-bit), Enterprise Microsoft SQL Server 2008 R2 (64-bit) or Oracle 11g Edition

(4) TEMIS FTP Solution

LOCATION	SPECIFICATIONS
Field Site Workstations	PuTTY Client Microsoft Windows Supported Operating Software

C. TEMIS APPLICATION SOFTWARE

1. Enhanced TEMIS Application Software

No payment due is for Enhanced TEMIS Application Software as per Exhibit B (Schedule of Payments).

2. Upgraded TEMIS Application Software

No additional license one time fees are due for the Upgraded TEMIS Application Software provided as part of any or all TEMIS Central Upgrade as per Exhibit B (Schedule of Payments).

CONTRACT YEAR	FIXED ANNUAL LICENSE FEE
Amendment Four Effective Date	\$0.00
Contract Year 11 (Optional)	\$346,058.46
Contract Year 12 (Optional)	\$356,440.21
Contract Year 13 (Optional)	\$367,133.41
Maximum Optional Term License Fees	\$1,069,632.08

III. TEMIS APPLICATION SOFTWARE SUPPORT SERVICES

CONTRACT YEAR	FIXED ANNUAL SUPPORT SERVICES FEE
Amendment Four Effective Date	\$0.00
Contract Year 11 (Optional)	\$454,404.96
Contract Year 12 (Optional)	\$468,037.08
Contract Year 13 (Optional)	\$482,078.16
Maximum Optional Term Support Services Fees	\$1,404,520.20

⁽¹⁾ Some TEMIS Field Sites have elected to supply and maintain their own workstations and printers.

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 5

Attachment C.1 (Upgraded TEMIS Application Software
Acceptance Test Criteria and Final Acceptance Test
to Exhibit A (Statement of Work) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT C.1

**UPGRADED TEMIS APPLICATION SOFTWARE ACCEPTANCE TEST
CRITERIA AND FINAL ACCEPTANCE TEST**

OCTOBER 2010

**I. UPGRADED TEMIS APPLICATION SOFTWARE ACCEPTANCE TEST
CRITERIA**

A. TEMIS FTP SOLUTION ACCEPTANCE TEST:

The following Acceptance Tests are intended to verify the successful transmission of data from the Field Sites to the TEMIS databases through the TEMIS FTP site.

1. Functional Test

- i. CONTRACTOR shall verify that the data uploaded to the FTP server and that the data is downloaded from FTP server and captured into TEMIS Central database.
- ii. CONTRACTOR shall modify the upload time in the FTP script to a time provided by COUNTY.
- iii. CONTRACTOR shall populate a sample database of ten (10) patient records per remote site.
- iv. At the specified time, CONTRACTOR shall demonstrate to COUNTY that the remote sites can upload data to the FTP server and that TEMIS Central database can download the data.
- v. COUNTY will compare sample data issued to remote sites with data received from FTP server at TEMIS Central database.
- vi. The tests will be considered successful if the data received at TEMIS Central database matches 100% of the sample data sent from the remote sites.

B. TEMIS DATABASE CONSOLIDATION ACCEPTANCE TESTS:

The following Acceptance Tests are intended to verify the successful combining of the current three TEMIS databases (LA Fire-Rescue, LA Base and LA Trauma) into one central database, henceforth referred to as TEMIS Central database (as defined below).

1. Functional Test

- i. COUNTY will open TEMIS Central database on each TEMIS Central Site workstation and attempt to enter test data into the data fields of an empty database. One (1) patient record will be entered into each workstation for each data type (LA Fire-Rescue, LA Base

and LA Trauma), leading to a total of twenty-seven (27) patient records in TEMIS Central database.

- ii. COUNTY will run a report to verify that the patient population is twenty-seven (27) and will verify that all data fields have imported to the proper field for the patients whose data was entered in accordance with step (i) of this test.
- iii. CONTRACTOR shall receive two (2) patient records from the 43 current Field Sites (LA Fire-Rescue, LA Base and LA Trauma) into TEMIS Central database and will verify that all data fields have imported to the proper field for the patients whose data was entered.
- iv. COUNTY will run a report to verify that the patient population from Field Sites in steps (iv) and (ii) is equal to seventy (70) patient records.
- v. This test shall be deemed to be successfully passed if the data entered in steps (i) and (iii) of this test match the data contained in the report generated in steps (ii) and (iv).

2. Integrated System Test

- i. CONTRACTOR shall clear database from data entered in the Functional Test.
- ii. CONTRACTOR shall run the process to combine the current three (3) databases (LA Fire-Rescue, LA Base and LA Trauma) into TEMIS Central database.
- iii. CONTRACTOR shall provide COUNTY with a written report indicating how many successful records and orphan records were accepted.

3. System Performance Test

- i. COUNTY will measure the performance with which TEMIS Central database responds.
- ii. COUNTY will commence data entry on nine (9) workstations simultaneously, query the database from two (2) others and run a report from one (1) additional workstation.
- iii. This test shall be deemed to be successfully passed if compliance of the measured time span for each step acceptable by COUNTY without any degradation to the database and/or System crash.

C. TEMIS SCANNING SOLUTION ACCEPTANCE TESTS:

The following Acceptance Tests are intended to verify that EMS Patient Care Records can successfully be scanned at a Field Site to a scanner server located at TEMIS Central Site. This scanned record can then be validated by scanning software and the data be correctly uploaded to the TEMIS Central database.

1. Functional Test

- i. CONTRACTOR shall have each Field Site scan three (3) completed scannable EMS Patient Care Records (PCR).
- ii. COUNTY will open up each scanned EMS PCR at the TEMIS Central Site and verify that the information received is legible.
- iii. This test shall be deemed to be successfully passed if all EMS PCRs are received and legible.

2. Integrated System Test

- i. CONTRACTOR shall have all EMS PCR records received under Section I.C.1 (Functional Test) above processed through the TEMIS Scanning Solution program.
- ii. CONTRACTOR shall validate that the appropriate fields are highlighted for validation.
- iii. Once validation has occurred by COUNTY, CONTRACTOR shall certify in writing that the validated records have imported correctly into TEMIS Central database.
- iv. This test shall be deemed successfully passed if the data in TEMIS Central database is the same as the validated data in Step (ii).

3. System Performance Test

- i. CONTRACTOR shall request ten (10) scannable images from each Field Site at a designated time. At this designated time, nine (9) Central Site work workstations will be utilized for data validation.
- ii. This test shall be deemed to be successfully passed if compliance of the measured time span for each step acceptable by COUNTY without any degradation to the database and/or System crash.

D. TEMIS EPCR PILOT ACCEPTANCE TESTS

The following Acceptance Tests are intended to verify that EMS Patient Care Records can be completed on an electronic data capture device at a Field Site, uploaded correctly into a Field Site server and correctly uploaded to the TEMIS Central database.

1. Functional Test

- i. CONTRACTOR shall have each Field Site electronic data capture device complete three (3) EMS patient care records.
- ii. COUNTY will open up each EMS PCR on the electronic data capture device and verify that the information received is complete and readable.
- iii. This test shall be deemed to be successfully passed if all EMS PCRs are complete and readable on the electronic data devices.

2. Integrated System Test

- i. CONTRACTOR shall have electronic PCRs downloaded from the Field site server to the TEMIS Central database.
- ii. COUNTY will compare the electronic PCR data fields with data received at TEMIS Central database.
- iii. The tests will be considered successful if the data received at TEMIS Central database matches 100% of the sample data sent from the Field Site.

3. System Performance Test

- i. CONTRACTOR shall request five (5) Field Site electronic data capture devices be downloaded simultaneously into the Field Site server.
- ii. This test shall be deemed to be successfully passed if compliance of the measured time span for each step acceptable by COUNTY without any degradation to the database and/or System crash.

II. FINAL ACCEPTANCE TEST

This test is intended to test the ongoing accessibility and reliability of the Upgraded TEMIS Application Software and shall be performed after successful completion of all Acceptance Tests performed in accordance with and listed in Section I (Upgraded TEMIS Application Software Acceptance Test Criteria) of this Attachment C.1.

This two-part test may be conducted by COUNTY at the TEMIS Central Site and may consist of:

A. REPORT GENERATOR ACCESSIBILITY AND RELIABILITY

Repetitive running of the five (5) reports listed in Exhibit G (Sample TEMIS Reports) twice a day for five (5) consecutive Working Days, for each Upgraded TEMIS Application Software database.

This part of the test shall be deemed to be successfully passed if, for each report run on each Upgraded TEMIS Application Software database, the report generator opens for use within three (3) seconds (accessibility) and generates the report without interruption (reliability).

B. DATA ENTRY ACCESSIBILITY AND RELIABILITY

Data entry by two (2) EMS Agency data entry personnel for five (5) consecutive Working Days, eight (8) hours a day into the Upgraded TEMIS Application Software database for EMS Provider Agencies listed in Subsection F (TEMIS Application Software Databases) of Section I (TEMIS Application Software Capabilities) of Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work).

This part of the test shall be deemed to be successfully passed if the data entry personnel can access the data entry screens at the beginning of each Working Day (accessibility) and perform data entry on each of the five (5) Working Days, for eight (8) hours per day, without any interruption or failure of the Upgraded TEMIS Application Software (reliability).

This two-part test shall be deemed to be successfully passed if the tests in Subsection A (Report Generator Accessibility and Reliability) and Subsection B (Data Entry Accessibility and Reliability) of this Section II (Final Acceptance Test) of this Attachment.

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 6

Attachment D (Schedule of TEMIS Application Software Support Services)
to Exhibit A (Statement of Work) -
(Replaced by Revised Attachment D Under Amendment Number Four of Agreement)

TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEM AGREEMENT

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT D

SCHEDULE OF TEMIS APPLICATION SOFTWARE SUPPORT SERVICES

OCTOBER 2010

EXHIBIT A
STATEMENT OF WORK
ATTACHMENT D
(Schedule of TEMIS Application Software Support Services)

- I. SCOPE OF TEMIS APPLICATION SOFTWARE SUPPORT SERVICES:**
- A. TEMIS Application Software Support Services shall consist of: (1) TEMIS Application Software maintenance, (2) TEMIS Application Software on-site technical support, (3) TEMIS Application Software database management, and (4) TEMIS Application Software training. TEMIS Application Software Support Services entitle COUNTY to such services at any TEMIS Facility. TEMIS Application Software Support Services are detailed below and shall support all TEMIS Application Software unless otherwise indicated.
 - B. CONTRACTOR shall primarily furnish and perform TEMIS Application Software Support Services through CONTRACTOR's Project Manager and CONTRACTOR's three (3) other TEMIS Central Site personnel (hereafter collectively referred to as "CONTRACTOR's On-Site Personnel") on all Working Days.
 - C. If necessary, CONTRACTOR's On-Site Personnel shall travel to any TEMIS Field Site to resolve any problem that may not be solved by telephone intervention, at no additional cost to COUNTY. CONTRACTOR reserves the right to substitute beeper-invoked remote TEMIS Application Software Support Services for no more than twenty (20) Working Days in each calendar year, during which TEMIS Field Site visits will not be available.
 - D. Users may request TEMIS Application Software Support Services in person, by telephone, facsimile, e-mail or United States mail. Requests shall be directed to CONTRACTOR's On-Site Personnel. In the event that CONTRACTOR's On-Site Personnel will be unavailable during any entire Working Day, CONTRACTOR's On-Site Personnel shall provide to COUNTY an alternate CONTRACTOR contact to whom requests for TEMIS Application Software Support Services on that Working Day shall be directed.
 - E. TEMIS Application Software Support Services required at a TEMIS Field Site shall generally take precedence over TEMIS Application Software Support Services required at the TEMIS Central Site.
 - F. CONTRACTOR is not required to perform TEMIS Application Software Support Services for:
 - 1. TEMIS Application Software malfunctions caused by:

- a. COUNTY's modifications to the TEMIS Application Software not approved in writing by CONTRACTOR;
 - b. User modifications to the TEMIS Application Software not approved in writing by CONTRACTOR;
 - c. Use of the TEMIS Application Software inconsistent with the terms of the Agreement as initially determined by COUNTY but subject to Paragraph 63 (Dispute Resolution Procedure) of the body of this Agreement; or
 - d. Failure of TEMIS Hardware, TEMIS Operating Software and/or TEMIS Third Party Software, as determined by COUNTY's Project Director.
2. TEMIS Hardware, TEMIS Operating Software and/or TEMIS Third Party Software.

II. TEMIS APPLICATION SOFTWARE MAINTENANCE:

Hereafter, Corrective Maintenance and Preventative Maintenance, as described below, are collectively referred to as "TEMIS Application Software Maintenance."

A. TEMIS APPLICATION SOFTWARE MAINTENANCE:

1. Corrective Maintenance:

CONTRACTOR shall correct the failure of the TEMIS Application Software to operate in accordance with Specifications as described in Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work). Without limiting the foregoing, corrective maintenance shall include CONTRACTOR's correction of any failures of any TEMIS Application Software to meet Acceptance Test criteria listed in Section I (Enhanced TEMIS Application Software Acceptance Test Criteria) of Attachment C (Enhanced TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test) and Attachment C.1 (Upgraded TEMIS Application Software Acceptance Test Criteria and Final Acceptance Test) of Exhibit A (Statement of Work).

2. CONTRACTOR shall, with the assistance of COUNTY, determine the reason for problems, if any, with the TEMIS Application Software. CONTRACTOR's On-Site Personnel shall engage in an initial assessment of a problem within thirty (30) minutes of a User's service request.

Further investigation by CONTRACTOR, with the assistance of COUNTY, shall continue as needed, with a goal of restoring the operation of the TEMIS Application Software, and/or developing a suitable work-around, within eight (8) hours of receiving a User's service request or as soon as possible thereafter given the circumstances of the problem. For TEMIS Application Software problems occurring as a result of or in conjunction with failure of any TEMIS Hardware, TEMIS Operating Software and/or TEMIS Third Party Software, the time period for correction shall be extended by such time as the unavailability of the particular TEMIS Hardware prevents the correction of the TEMIS Application Software problem.

3. In the event CONTRACTOR's On-Site Personnel are unable to correct a TEMIS Application Software problem, CONTRACTOR shall provide any and all resources to timely (as determined in the sole judgment of COUNTY's Project Manager) correct the problem at no additional cost to COUNTY.

B. PREVENTATIVE MAINTENANCE:

1. Preventative maintenance shall include updates, corrections, modifications, new releases and new versions of the TEMIS Application Software made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY.
2. Routine preventative maintenance is generally non-critical in nature and originates during the installation, testing and certification of TEMIS Application Software or during ongoing support and troubleshooting of the TEMIS Application Software.

III. TEMIS APPLICATION SOFTWARE ON-SITE TECHNICAL SUPPORT:

- A. TEMIS Application Software on-site technical support shall include, but not be limited to, the following:
 1. Installing TEMIS Application Software on TEMIS Hardware, including, without limitation, installing TEMIS Application Software on TEMIS Field Site Hardware for use at any TEMIS Field Sites which COUNTY, in its sole discretion, adds to Attachment F (Listing of TEMIS Facilities) of Exhibit A (Statement of Work);
 2. Answering Users' questions and, when requested, providing assistance to Users regarding the utilization of all COUNTY-implemented TEMIS Application Software capabilities described in Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work);

3. Reconfiguring, at COUNTY's request, such TEMIS Application Software features as data entry pathways, screen displays, picklists and field sequences for the data fields listed in Section II (Table Specifications) of Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work);
 4. Including or excluding, at COUNTY's request, certain features of TEMIS Application Software capabilities listed in Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work); and
 5. Assisting EMS Provider Agencies in implementing electronic data systems compatible with TEMIS Application Software by providing them with data formatting requirements and answering questions regarding compatibility issues.
- B. Issues determined to be caused by failure of the TEMIS Application Software shall be addressed by CONTRACTOR in accordance with Subsection A.1 (Corrective Maintenance) of Section II (TEMIS Application Software Maintenance) of this Attachment D.

IV. TEMIS APPLICATION SOFTWARE DATABASE ADMINISTRATION:

- A. CONTRACTOR shall provide TEMIS Application Software database administration for all of the TEMIS Data resident in or incoming to each of the TEMIS Application Software Databases listed in Subsection E (TEMIS Application Software Databases) of Section I (TEMIS Application Software Capabilities) of Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work).
- B. TEMIS Application Software database administration shall include, but not be limited to, the following:
1. Maintaining the integrity of the TEMIS Data;
 2. Tracking TEMIS Data entry activity;
 3. Regularly validating and uploading TEMIS Data from TEMIS Field Sites and EMS Agency data entry personnel;

4. Creating, upon request from a TEMIS Field Site, a supervisory privilege level for the workstation at that TEMIS Field Site;
5. Performing the functions associated with a supervisory privilege level for the workstations at the TEMIS Central Site. Supervisory functions are described in Subsection B (System-Level Management Capability) of Section I (TEMIS Application Software Capabilities) of Attachment A (TEMIS Application Software Capabilities and Table Specifications) and Attachment A.1 (TEMIS Application Software Capabilities and Table Specifications – TEMIS Central Upgrade) of Exhibit A (Statement of Work);
6. Assisting the COUNTY in verifying that data backups are occurring according to COUNTY's schedule. Data backups are performed by COUNTY; and
7. Assisting COUNTY to implement, if necessary, a COUNTY-developed TEMIS Data recovery plan that includes the procedure for:
 - a. Obtaining TEMIS Field Site data to replace TEMIS data lost at the TEMIS Central Site; and
 - b. Providing TEMIS Central Site data to replace TEMIS data lost at a TEMIS Field Site.

V. TEMIS APPLICATION SOFTWARE TRAINING:

A. GENERAL:

CONTRACTOR shall provide experienced training specialists for all TEMIS Application Software training. When not specified herein, CONTRACTOR's Project Manager and COUNTY's Project Manager shall jointly determine maximum class size appropriate for each training session level and the minimum number of training sessions offered.

B. TEACHING OUTLINES FOR ONGOING TEMIS APPLICATION SOFTWARE TRAINING CLASSES:

1. CONTRACTOR shall develop and provide to COUNTY a written outline delineating the content of ongoing TEMIS Application Software training classes at the basic, intermediate and advanced levels for each TEMIS Application Software Database. Outlines shall include, but not be limited to:
 - a. The recommended maximum class size;
 - b. Expected length of the class; and
 - c. Performance objectives.

2. CONTRACTOR agrees that COUNTY may copy and distribute outlines to TEMIS Facilities to assist Users in registering for the appropriate class level.

C. ONGOING TEMIS APPLICATION SOFTWARE TRAINING CLASSES:

1. CONTRACTOR shall provide periodic TEMIS Application Software training classes at all levels to meet the needs of both new and existing personnel at TEMIS Facilities.
2. CONTRACTOR may recommend minimum class size requirements to maximize work efficiency, however, CONTRACTOR shall attempt to accommodate special training needs for new Users.
3. CONTRACTOR shall maintain attendance rosters for all classes to include:
 - a. Class date;
 - b. Name of the TEMIS Application Software Database;
 - c. Class level;
 - d. Number of Users in attendance; and
 - e. Names of the TEMIS Facilities represented.
4. CONTRACTOR shall submit to COUNTY for review the monthly rosters of all TEMIS Application Software training classes.

D. ENHANCED TEMIS APPLICATION SOFTWARE TRAINING:

1. CONTRACTOR shall conduct Enhanced TEMIS Application Software introductory training classes for all TEMIS Facilities following COUNTY's approval of Deliverable 7 (Report of Final Acceptance Test for Enhanced TEMIS Application Software) of Exhibit A (Statement of Work) in accordance with the Project Work Plan required by Subtask 1.1 (Develop Project Work Plan) and the requirements of Subtask 8.4 (Provide TEMIS Application Software Training for Enhanced TEMIS Application Software).
2. For each Enhanced TEMIS Application Software Database, introductory training shall include, but not be limited to, the following topics:
 - a. General Database familiarity;
 - b. Screen (page) content and traversal;
 - c. Record creation and record search;
 - d. Onscreen help;
 - e. Personal customization;
 - f. Data entry reconfigurations;
 - g. Database management functions;
 - h. Report generator principles;

- i. Filter creation;
 - j. Report definition; and
 - k. Report generation and printer control.
3. Each training session shall be dedicated to training in one of the Enhanced TEMIS Application Software Databases and shall provide introductory training only.
4. Intermediate and advanced training for Enhanced TEMIS Application Software shall be provided in accordance with Subsection C (Ongoing TEMIS Application Software Training Classes) of Section V (TEMIS Application Software Training) of this Attachment D.
5. Class objectives for introductory training will be deemed to have been met if Users in attendance can independently access the Enhanced TEMIS Application Software Database for data entry and report generation, and generate the reports identified in Exhibit G (Sample TEMIS Reports).

D. UPGRADED TEMIS APPLICATION SOFTWARE TRAINING:

1. CONTRACTOR shall conduct Upgraded TEMIS Application Software introductory training classes for all TEMIS Facilities following COUNTY's approval of Deliverable 7 (Report of Final Acceptance Test for Upgraded TEMIS Application Software) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade) in accordance with the Project Work Plan required by Subtask 1.1 (Develop Project Work Plan) and the requirements of Subtask 8.4 (Provide TEMIS Application Software Training for Upgraded TEMIS Application Software) of Exhibit A.1 (Statement of Work – TEMIS Central Upgrade).
2. For the Upgraded TEMIS Application Software database, introductory training shall include, but not be limited to, the following topics:
 - a. General Database familiarity;
 - b. Screen (page) content and traversal;
 - c. Record creation and record search;
 - d. Onscreen help;
 - e. Personal customization;
 - f. Data entry reconfigurations;
 - g. Database management functions;
 - h. Report generator principles;
 - i. Filter creation;
 - j. Report definition; and

- k. Report generation and printer control.
- 3. Each training session shall be dedicated to training on the Upgraded TEMIS Application Software database and shall provide introductory training only.
- 4. Intermediate and advanced training for the Upgraded TEMIS Application Software shall be provided in accordance with Subsection C (Ongoing TEMIS Application Software Training Classes) of Section V (TEMIS Application Software Training) of this Attachment D.
- 5. Class objectives for introductory training will be deemed to have been met if Users in attendance can independently access the Upgraded TEMIS Application Software database for data entry and report generation, and generate the reports identified in Exhibit G (Sample TEMIS Reports).

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 7

Attachment F (Listing of TEMIS Facilities) to Exhibit A (Statement of Work) -
(Replaced by revised Attachment F
Under Amendment Number Four of Agreement)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT F

LISTING OF TEMIS FACILITIES

OCTOBER 2010

I. TEMIS Central Site

	<u>Address</u>
EMS Agency	10100 Pioneer Boulevard, Suite 200 Santa Fe Springs, CA 90670

II. Trauma Hospitals

<u>Name of Hospital</u>	<u>Address</u>
Antelope Valley Medical Center	1600 West Avenue J Lancaster, CA 93534
California Hospital Medical Center	1401 South Grand Avenue Los Angeles, CA 90015
Cedar Sinai Medical Center	8700 Beverly Boulevard Los Angeles, CA 90048
Children’s Hospital Los Angeles	4650 Sunset Boulevard Los Angeles, CA 90027
Henry Mayo Newhall Memorial Hospital	23845 West McBean Parkway Valencia, CA 91355
Huntington Memorial Hospital	100 West California Boulevard Pasadena, CA 91109
LAC Harbor-UCLA Medical Center	1000 West Carson Street Torrance, CA 90502
LAC + USC Medical Center	1200 North State Street Los Angeles, CA 90033
Long Beach Memorial Medical Center	2801 Atlantic Avenue Long Beach, CA 90806
Northridge Hospital Medical Center, Roscoe Campus	18300 Roscoe Boulevard Northridge, CA 91328

Providence Holy Cross Medical Center	15031 Rinaldi Street Mission Hills, CA 91345
Ronald Reagan UCLA Medical Center	757 Westwood Plaza Los Angeles, CA 90095
St. Francis Medical Center	3630 East Imperial Highway Lynwood, CA 90262
St. Mary Medical Center	1050 Linden Avenue Long Beach, CA 90813

III. Base Hospitals

<u>Name of Hospital</u>	<u>Address</u>
Antelope Valley Medical Center	1600 West Avenue J Lancaster, CA 93534
California Hospital Medical Center	1401 South Grand Avenue Los Angeles, CA 90015
Cedar Sinai Medical Center	8700 Beverly Boulevard Los Angeles, CA 90048
Citrus Valley Medical Center- Queen Of the Valley Campus	1115 South Sunset Avenue West Covina, CA 91790
Glendale Adventist Medical Center	1509 East Wilson Terrace Glendale, CA 91206
Henry Mayo Newhall Memorial Hospital	23845 West McBean Parkway Valencia, CA 91355
Huntington Memorial Hospital	100 West California Boulevard Pasadena, CA 91109
LAC Harbor-UCLA Medical Center	1000 West Carson Street Torrance, CA 90502
LAC + USC Medical Center	1200 North State Street Los Angeles, CA 90033

Long Beach Memorial Medical Center	2801 Atlantic Avenue Long Beach, CA 90806
Methodist Hospital of Southern California	300 West Huntington Drive Arcadia, CA 91007
Northridge Hospital Medical Center, Roscoe Campus	18300 Roscoe Boulevard Northridge, CA 91328
Pomona Valley Hospital Medical Center	1798 North Garey Avenue Pomona, CA 91767
Presbyterian Intercommunity Hospital	12401 East Washington Boulevard Whittier, CA 90602
Providence Holy Cross Medical Center	15031 Rinaldi Street Mission Hills, CA 91345
Providence Saint Joseph Medical Center	501 South Buena Vista Street Burbank, CA 91505
Providence Little Company of Mary Hospital- Torrance	4101 Torrance Boulevard Torrance, CA 90503
Ronald Reagan UCLA Medical Center	757 Westwood Plaza Los Angeles, CA 90095
St. Francis Medical Center	3630 East Imperial Highway Lynwood, CA 90262
St. Mary Medical Center	1050 Linden Avenue Long Beach, CA 90813
Torrance Memorial Medical Center	3330 West Lomita Boulevard Torrance, CA 90505

IV. Receiving Hospitals

[INTENTIONALLY OMITTED]

V. EMS Provider Agencies

<u>Name of Provider</u>	<u>Address</u>
Alhambra Fire Department	301 North First Street Alhambra, CA 91801
Culver City Fire Department	9770 Culver Boulevard Culver City, CA 90232

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 8

Attachment G.1 (TEMIS Application Software Implementation Time Line –
TEMIS Central Upgrade) to Exhibit A (Statement of Work) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT G.1

**TEMIS APPLICATION SOFTWARE IMPLEMENTATION TIME LINE – TEMIS
CENTRAL UPGRADE**

OCTOBER 2010

1. PROJECT ADMINISTRATION

CONTRACTOR shall provide project management Deliverables as specified in this Section 1 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
1.1	Project Work Plan		
1.2	Status Reports and Conferences		

2. TEMIS FILE TRANSFER PROTOCOL (FTP) SOLUTION

As part of System Implementation, CONTRACTOR shall provide the Deliverables relating to TEMIS FTP Solution as specified in this Section 2 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
2.1	FTP Access Specifications		
2.2	Field Site Access Certified		
2.3	TEMIS Central Site Access Certified		
2.4	FTP Data Transfer Enabled		
2.5	Successfully Conducted Acceptance Tests		
2.6	Report of Final Acceptance Test		

3. TEMIS DATABASE CONSOLIDATION

CONTRACTOR shall provide the Deliverables relating to TEMIS Database Consolidation as specified in this Section 3 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
3.1	Server Environment Specifications		
3.2	Upgraded TEMIS Application Software		
3.3	TEMIS Database Migrated		
3.4	Successfully Conducted Acceptance Tests		
3.5	Go-Live		
3.6	Report of Final Acceptance Test		

**ATTACHMENT G.1 TO EXHIBIT A – TEMIS APPLICATION SOFTWARE IMPLEMENTATION
TIMELINE – TEMIS CENTRAL UPGRADE**

4. TEMIS SCANNING SOLUTION (OPTIONAL)

CONTRACTOR shall provide the Deliverables relating to TEMIS Scanning Solution as specified in this Section 4 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
4.1	TEMIS Hardware Specifications		
4.2	TEMIS Scanning Solution Software and Forms Developed		
4.3	TEMIS Scanning Solution Software Installed		
4.4	Successfully Conducted Acceptance Tests		
4.5	Go-Live		
4.6	Report of Final Acceptance Test		

5. TEMIS ELECTRONIC PATIENT CARE RECORD PILOT (OPTIONAL)

CONTRACTOR shall provide the Deliverables relating to TEMIS Electronic Patient Care Record (ePCR) Pilot as specified in this Section 5 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
5.1	TEMIS Hardware Specifications		
5.2	TEMIS ePCR Pilot Software Installed		
5.3	Successfully Conducted Acceptance Tests		
5.4	Go-Live		
5.5	Report of Final Acceptance Test		

6. CONDUCT ACCEPTANCE TESTS FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide the Deliverables relating to Conducting Acceptance Tests for Upgraded TEMIS Application Software as specified in this Section 6 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
6.1	Written Test Plan		
6.2	Written Notification of Results of Acceptance Tests		

**ATTACHMENT G.1 TO EXHIBIT A – TEMIS APPLICATION SOFTWARE IMPLEMENTATION
TIMELINE – TEMIS CENTRAL UPGRADE**

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
6.2.1	Functional Test		
6.2.2	Integrated System Test		
6.2.3	System Performance Test		

7. CONDUCT FINAL ACCEPTANCE TEST FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide the Deliverables relating to Conducting Final Acceptance Test for Upgraded TEMIS Application Software as specified in this Section 7 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
7	Report of Final Acceptance Test for Upgraded TEMIS Application Software		

8. PROVIDE TEMIS APPLICATION SOFTWARE SUPPORT SERVICES FOR UPGRADED TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide the Deliverable(s) relating to Providing TEMIS Application Software Support Services for Upgraded TEMIS Application Software as specified in this Section 8 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
8	TEMIS Application Software Support Services for Upgraded TEMIS Application Software		

9. PROVIDE TEMIS APPLICATION SOFTWARE

CONTRACTOR shall provide the Deliverables relating to Providing TEMIS Application Software as specified in this Section 9 below.

DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	START DATE	END DATE
9	TEMIS Application Software		

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 9

Exhibit B (Schedule of Payments) -
(Replaced by revised Exhibit B
Under Amendment Number Four of Agreement)

EXHIBIT B

SCHEDULE OF PAYMENTS

OCTOBER 2010

EXHIBIT B – SCHEDULE OF PAYMENTS

I. CONTRACT YEAR ONE:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$257,500.00
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$28,176.67	\$338,120.04
SUBTOTAL		\$595,620.04

II. CONTRACT YEAR TWO:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$265,225.00
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$29,021.97	\$348,263.64
SUBTOTAL		\$613,488.64

III. CONTRACT YEAR THREE:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$273,181.75
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$29,892.63	\$358,711.56
SUBTOTAL		\$631,893.31

IV. CONTRACT YEAR FOUR:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$281,377.20
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$30,789.40	\$369,472.80
SUBTOTAL		\$650,850.00

V. CONTRACT YEAR FIVE:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$289,818.52
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$31,713.09	\$380,557.08
SUBTOTAL		\$670,375.60

VI. CONTRACT YEAR SIX:

	Monthly Fee	Total Annual Fee
A. TEMIS Application Software: Fixed Annual License Fee	NA	\$298,513.07
B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$32,664.48	\$391,973.76
SUBTOTAL		\$690,486.83

EXHIBIT B – SCHEDULE OF PAYMENTS

VII.	CONTRACT YEAR SEVEN:		
		Monthly Fee	Total Annual Fee
	A. TEMIS Application Software: Fixed Annual License Fee	NA	\$307,468.47
	B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$33,644.41	\$403,732.92
	SUBTOTAL		\$711,201.39

VIII.	CONTRACT YEAR EIGHT:		
		Monthly Fee	Total Annual Fee
	A. TEMIS Application Software: Fixed Annual License Fee	NA	\$316,692.52
	B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$34,653.75	\$415,845.00
	SUBTOTAL		\$732,537.52

IX.	CONTRACT YEAR NINE:		
		Monthly Fee	Total Annual Fee
	A. TEMIS Application Software: Fixed Annual License Fee	NA	\$326,193.30
	B. TEMIS Application Software Support Services: Fixed Monthly Fee	\$35,693.36	\$428,320.32
	SUBTOTAL		\$754,513.62

EXHIBIT B – SCHEDULE OF PAYMENTS

X.	CONTRACT YEAR TEN:		
		Monthly Fee	Total Annual Fee
A.	TEMIS Application Software: Fixed Annual License Fee	NA	\$335,979.09
B.	TEMIS Application Software Support Services: Fixed Monthly Fee	\$36,764.16	\$441,169.92
C.	Upgraded TEMIS Application Software ⁽¹⁾		Up to \$293,250.00
1.	TEMIS Database Consolidation ⁽²⁾	One Time Fee up to	\$120,000.00
2.	TEMIS FTP Solution ⁽³⁾	One Time Fee up to	\$50,000.00
a.	FTP Set-up at Central Site to Receive Data		\$4,000.00
b.	FTP Set-up at Field Sites (46 sites at \$1,000.00 each)		\$46,000.00
3.	TEMIS ePCR Pilot ⁽⁴⁾	One Time Fee (Optional) up to	\$28,000.00
a.	Per installation to a maximum of 5 stations (one installation)		\$25,000.00
b.	Each additional station (2 stations at \$1,500.00 each)		\$3,000.00
4.	TEMIS Scanning Solution ⁽⁵⁾	One Time Fee (Optional) up to	\$95,250.00
a.	Per installation to a maximum of 5 stations (two installations)		\$50,000.00
b.	Each additional station (24 stations at \$1,500.00 each)		\$36,500.00
c.	Scanning Engine		\$4,500.00
d.	Scannable Form Development		\$4,250.00
	SUBTOTAL (up to)		\$1,070,399.01

XI.	GRAND TOTAL FOR TEN YEARS:		
A.	TEMIS Application Software License Fee		\$2,951,948.92
B.	TEMIS Application Software Support Services Fee		\$3,876,167.04
C.	Upgraded TEMIS Application Software		Up to \$293,250.00
	GRAND TOTAL FOR YEARS ONE THROUGH TEN (Contract Sum up to)		\$7,121,365.96

XII.	CONTRACT YEAR ELEVEN (OPTIONAL):		
		Monthly Fee	Total Annual Fee
A.	TEMIS Application Software: Fixed Annual License Fee	NA	\$346,058.46
B.	TEMIS Application Software Support Services: Fixed Monthly Fee	\$37,867.08	\$454,404.96
	SUBTOTAL FOR YEAR ELEVEN		\$800,463.42
	GRAND TOTAL FOR YEARS ONE THROUGH ELEVEN (Contract Sum up to)		\$7,921,829.38

XIII.	CONTRACT YEAR TWELVE (OPTIONAL):		
		Monthly Fee	Total Annual Fee
A.	TEMIS Application Software: Fixed Annual License Fee	NA	\$356,440.21
B.	TEMIS Application Software Support Services: Fixed Monthly Fee	\$39,003.09	\$468,037.08
	SUBTOTAL FOR YEAR TWELVE (up to)		\$824,477.29
	GRAND TOTAL FOR YEARS ONE THROUGH TWELVE (Contract Sum up to)		\$8,746,306.67
XIV.	CONTRACT YEAR THIRTEEN (OPTIONAL):		
		Monthly Fee	Total Annual Fee
A.	TEMIS Application Software: Fixed Annual License Fee	NA	\$367,133.41
B.	TEMIS Application Software Support Services: Fixed Monthly Fee	\$40,173.18	\$482,078.16
	SUBTOTAL FOR YEAR THIRTEEN (up to)		\$849,211.57
	GRAND TOTAL FOR YEARS ONE THROUGH THIRTEEN (Contract Sum up to)		\$9,595,518.24

-
- (1) CONTRACTOR shall be paid for each of the four (4) TEMIS Central Upgrade Components separately following COUNTY's request and CONTRACTOR's completion of all work required for such TEMIS Central Upgrade Component under Exhibit A.1 (Statement of Work - TEMIS Central Upgrade), as signified by the applicable Final Acceptance by COUNTY of such TEMIS Central Upgrade Component.
 - (2) Consist of software development to combine the current three TEMIS databases (LA Fire-Rescue, LA Base and LA Trauma) into one central database.
 - (3) Develop and install a File Transfer Protocol (FTP) site for transfer of confidential patient care records which consist of two phases; installation and set-up at the TEMIS Central Site and 46 TEMIS Field Sites.
 - (4) Optional Project: Develop and implement a pilot project with one EMS Provider Agency consisting of electronic data capture utilizing an electronic patient care record (ePCR).
 - (5) Optional Project: Develop and implement a pilot project with one EMS Provider Agency and the TEMIS Central Site consisting of electronic data capture utilizing a scanning solution to convert the paper patient care record into electronic data.

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 10

Exhibit F (Jury Service Ordinance) -
(Added Under Amendment Number Four of Agreement)

TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEMS AGREEMENT

EXHIBIT F

JURY SERVICE ORDINANCE

OCTOBER 2010

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 11

Exhibit H (Safely Surrendered Baby Law) -
(Added Under Amendment Number Four of Agreement)

TRAUMA AND EMERGENCY MEDICINE INFORMATION SYSTEMS AGREEMENT

EXHIBIT H

SAFELY SURRENDERED BABY LAW

OCTOBER 2010

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use braclets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



AMENDMENT NUMBER FOUR TO
COUNTY AGREEMENT NUMBER H-212780

ATTACHMENT 12

Exhibit K (Grant Provisions) -
(Added Under Amendment Number Four of Agreement)

EXHIBIT K

GRANT PROVISIONS

OCTOBER 2010

ATTACHMENTS:

- ATTACHMENT A - FISCAL YEAR 2008 HOMELAND SECURITY GRANT PROGRAM
- ATTACHMENT B - FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM
- ATTACHMENT C - FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM
CALIFORNIA SUPPLEMENT

EXHIBIT K

ATTACHMENT A

FISCAL YEAR 2008 HOMELAND SECURITY GRANT PROGRAM

OCTOBER 2010



U.S. DEPARTMENT OF HOMELAND SECURITY

Fiscal Year 2008

HOMELAND SECURITY GRANT PROGRAM

GUIDANCE AND APPLICATION KIT

February 2008



U.S. DEPARTMENT OF HOMELAND SECURITY

KEY CHANGES

The Fiscal Year (FY) 2008 Homeland Security Grant Program (HSGP) contains significant improvements based upon continued outreach to HSGP participants and stakeholders. In addition, the risk assessments that form the basis for eligibility under HSGP have been maintained and refined. Following are some of the key changes impacting FY 2008 HSGP as compared to previous year programs.

Overarching HSGP Priorities

Funding priorities for this year continue and further narrow the focus on risk-based funding and capability-based planning that the Department of Homeland Security (DHS) began three years ago. FY 2008 HSGP will focus on three objectives as its highest priorities. These three objectives are:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of FY 2008 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) funding must be collectively allocated to objectives 2 and 3.

Consolidation of Law Enforcement Terrorism Prevention-oriented Activities

Per the Implementing Recommendations of the 9/11 Commission Act of 2007 (hereafter "9/11 Act") and FY 2008 Consolidated Appropriations Act, FY 2008 HSGP will not contain a separate line-item Law Enforcement Terrorism Prevention Program (LETPP). As is clear in this year's overarching HSGP priorities (identified above), a significant need for law enforcement terrorism prevention exists, particularly in the area of building IED prevention and protection capabilities. As a result, and in addition to the above minimum spending requirements towards the three overarching HSGP priorities, States are also required to ensure that at least 25 percent of their SHSP award funds and 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

Removal of Full-time Counterterrorism Staffing Pilot for Tier 1 UASI Jurisdictions

As noted in FY 2007 HSGP, the Full-time Counterterrorism Staffing Pilot for FY 2007 UASI jurisdictions represented a pilot effort for FY 2007 only; it will not be repeated in FY 2008.

Post-award Analysis

To ensure that the HSGP funding is allocated to address the nation's highest risks and support the capability-based planning process, the Department will conduct a post-award analysis to identify trends that can better inform and guide future policy decisions

supporting national preparedness. Grantees may be asked to cooperate in FEMA's post-award analysis.

Use of Metropolitan Statistical Areas in our Risk Methodology

Per the 9/11 Act, the Department utilized the U.S. Census-determined Metropolitan Statistical Areas (MSA) as a component of its risk methodology queries. In using this approach, some jurisdictions were included in the queries which historically had not been included in previous year UASI risk methodologies. Page nine shows a table of Urban Areas selected for possible FY 2008 funding. Appendix A shows the MSAs queried as part of the overall risk methodology.

Obligation of Funds

The SAA must obligate 80 percent of the funds awarded under SHSP and UASI to local units of government within 45 days of receipt of the funds (as opposed to 60 days as noted in the FY 2007 HSGP). For Puerto Rico, the SAA must also obligate 80 percent of the funds to local units of government within 45 days of receipt of the funds (as opposed to obligating 50 percent of funds within 60 days as required in the FY 2007 HSGP). No pass-through requirements will be applied to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. With respect to MMRS funds, States must obligate 100 percent of MMRS grant funds within 45 days of receipt (as opposed to obligating 80 percent within 60 days as noted in the FY 2007 HSGP). For CCP funds, there are no obligation requirements.

Management and Administration (M&A) Funds

A maximum of up to three percent (3%) of funds awarded may be retained by the State (as opposed to 5 percent [5%] of funds as noted in the FY 2007 HSGP), and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State's M&A allocation to local subgrantees to support local management and administration activities; the overall subgrantee M&A amount may not equal more than three percent (3%).

Potential for Future Match Requirements

Grantees are not required to engage in cash or in-kind match for FY 2008 HSGP funds. However, there is the potential for future grant programs to be impacted by cash match requirements as early as FY 2009. Accordingly, grantees should anticipate and plan for future homeland security programs to require cash or in-kind matches at cost-share levels comparable to other FEMA-administered grant programs.

Application Requirements

Applicants should refer to Appendix E, *FY 2008 HSGP Application Requirements*, for specific instructions on the application steps required for successfully submitting their FY 2008 HSGP application to DHS.

Grantees are required to comply with HSGP financial rules and regulations in accordance with FEMA's grant programs. All applicants are required to read and conform to all requirements of this grant guidance document.

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INTRODUCTION

The Homeland Security Grant Program is comprised of four interconnected grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with potential terrorist attacks.

The purpose of this package is to provide: (1) an overview of the HSGP; and (2) the formal grant guidance and application materials needed to apply for funding under the program. The package outlines FEMA management requirements for implementation of a successful application. The package also reflects changes called for in the Implementing Recommendations of the 9/11 Commission Act of 2007 (hereafter “9/11 Act”), enacted in August 2007, as well as the FY 2008 Consolidated Appropriations Act.

Making an application for significant Federal funds under programs such as this can be complex. Our job at FEMA is to provide clear guidance and efficient application tools to assist applicants. Our customers are entitled to effective assistance during the application process, and transparent, disciplined management controls to support grant awards. We intend to be good stewards of precious Federal resources, and commonsense partners with our State and local colleagues.

We understand that grant applicants will have unique needs and tested experience about how best to reduce risk locally. Our subject matter experts will come to the task with a sense of urgency to reduce risk, but also with an ability to listen carefully to local needs and approaches. In short, we commit to respect flexibility and local innovation as we fund national homeland security priorities.

Table 1 provides a quick overview of the programs included in FY 2008 HSGP.

FY 2008 Homeland Security Grant Program Overview

FY 2008 HSGP	Program Overview
State Homeland Security Program (SHSP)	SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF)
Urban Areas Security Initiative (UASI) Program	UASI Program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.
Metropolitan Medical Response System (MMRS) Program	MMRS funds enable jurisdictions to further enhance and sustain a comprehensive regional mass casualty incident response capability during the first crucial hours of an incident. The program prepares jurisdictions for response to all-hazards mass casualty incidents, including terrorism, naturally occurring events, and large-scale hazardous materials incidents.
Citizen Corps Program (CCP)	The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response, and recovery.

A. Federal Investment Strategy.

The HSGP is an important part of the Administration’s larger, coordinated effort to strengthen homeland security preparedness. The HSGP implements objectives addressed in a series of post-9/11 laws, strategy documents, plans and Homeland Security Presidential Directives (HSPDs).

FEMA expects our State, local, and tribal partners – including recipients of HSGP grants – to be familiar with this national preparedness architecture and to incorporate elements of this architecture into their planning, operations and investments.

B. Funding Priorities.

Based upon ongoing intelligence analysis, extensive security reviews and Congressional direction, FEMA has once again focused the bulk of its available grant dollars on risk-based investment. Eligible applicants were identified using a comprehensive, empirically-grounded risk analysis methodology. Risk will be evaluated

at the Federal level using a risk analysis model developed by DHS in conjunction with other Federal entities. Risk is defined as the product of three principal variables:

- *Threat* – the likelihood of an attack occurring
- *Vulnerability* and *Consequence* – the relative exposure and expected impact of an attack

The risk model used to allocate HSGP funds considers the potential risk of terrorism to people, critical infrastructure, and economic security to estimate the relative risk of terrorism faced by a given area. In evaluating risk, DHS considers the populations in a particular area that could be at risk, the concentration of people in the area, and specific characteristics of their location that might contribute to risk, such as Intelligence Community assessments of threat, proximity to nationally critical infrastructure, and the economic impact of an attack. In considering threat, DHS uses the Intelligence Community's best assessment of areas of the country and potential targets most likely to be attacked. For vulnerability and consequence, DHS considers the expected impact and consequences of successful attacks occurring in specific areas, to people, the economy, nationally critical infrastructure and national security facilities.

FEMA places a very high priority on ensuring that all HSGP applications reflect robust regional coordination and can show an investment strategy that institutionalizes regional integration. This priority is a core component in the Department's statewide grant programs and the Urban Areas Security Initiative grants.

Overarching HSGP Priorities

Funding priorities for this year continue and further narrow the focus through risk-based funding and the capability-based planning process that DHS began three years ago. FY 2008 HSGP will focus on three objectives as its highest priorities. These three objectives are:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above (and also visually outlined in Table 2.) The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

**Table 2
FY 2008 Overarching HSGP Priorities**

HSGP Objective	Alignment to National Priority	Alignment to Capability from TCL	Supporting Grant Program	Required Funding Threshold
Measure Progress	All	All	SHSP, UASI, MMRS, CCP	N/A
Strengthen IED-related Capabilities (Specific to Deterrence, Prevention, and Protection)	Strengthen CBRNE Detection, Response, and Decontamination Capabilities	Critical Infrastructure Protection CBRNE Detection Explosive Device Response Operations	SHSP, UASI	25% of total FY 2008 HSGP Funding
Strengthen Preparedness Planning	Strengthen Planning and Citizen Preparedness Capabilities	Planning Citizen Evacuation and Shelter in Place Community Preparedness and Participation Mass Care	SHSP, UASI, MMRS, CCP	

1. Measuring Progress in Achieving the National Preparedness Guidelines.

FEMA will continue in FY 2008 to tie together the established priorities and objectives of the National Preparedness Guidelines with efforts to further establish target capabilities, conduct joint federal-State assessments and make adjustments to better ensure that our investment is yielding measurable improvements in our nation’s preparedness. As part of the FY 2008 HSGP Investment Justifications, applicants will be asked to establish specific capability-based outcomes associated with all proposed investments. Proposals should be aligned with the National Priorities of the National Preparedness Guidelines and must outline measurable outcomes that will be tracked and accomplished during implementation. Grantees should reference the Target Capabilities List (TCL) and applicable national plans and strategies to develop concrete, measurable outcomes and milestones, while preserving the necessary flexibility to meet unique State and Urban Area operational requirements outlined in their homeland security strategies. Outcomes included in the Impact section of the Investment Justification will be reviewed and scored through the peer review process. After funds are awarded, grantees will be required to report on progress made toward achieving the identified outcomes for each Investment as part of the regular grant reporting process described in Appendix F. Performance measure data submitted through grant reporting will be reviewed and validated through programmatic monitoring by FEMA personnel.

These outcomes should support both capability development and strategic, operational, and tactical-level planning. The outcomes should include a minimum number of quantitative and qualitative measures necessary to demonstrate achievement with regard to IED Deterrence, Prevention, and Protection and Preparedness Planning. These measures should be drawn, where applicable, from the Target Capabilities List (TCL). In addition to specific measures, grantees should outline two to four key

enablers for each Investment that are of such importance to achieving the outcome that they require monitoring and management during the period of performance. These enablers are major outputs from the Investment and can be physical (e.g., a major equipment item) or logical (e.g., a critical process, such as a formal planning process) in nature. Examples should be drawn from the “Resource Elements” listed as part of each capability in the TCL.

Additional examples of operational outcomes and key enablers are included in the *FY 2008 HSGP Investment Justification Reference Guide*. This information will form the basis for measuring progress toward achieving IED Deterrence, Prevention, and Protection and Preparedness Planning outcomes during the period of performance of the grant.

2. Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities.

This provision aligns with the National Priority to Strengthen CBRNE Detection, Response, and Decontamination Capabilities as outlined in the National Preparedness Guidelines. The priority supports the policy outlined in Homeland Security Presidential Directive 19 “Combating Terrorist Use of Explosives in the United States” (HSPD-19) by emphasizing the need for States and Urban Areas to take a more proactive approach to reducing the threat of a terrorist explosive attack. States and Urban Areas should begin by implementing programs such as enhancing public and private sector IED awareness and reducing critical infrastructure/key resource (CIKR) and soft target explosive attack vulnerabilities. Doing so will increase the likelihood that terrorist planning activities are recognized and reported, and deter attacks by reducing the attractiveness of potential targets. Additional programs such as implementing multi-jurisdiction explosive attack planning will ensure State and Urban Areas coordinate preventive and protective actions during steady-state and threat-initiated environments. Finally, grantees should enhance explosive device pre-detonation response operations so that bomb squads have the necessary tools to defeat actual or suspected devices. These mitigation capabilities will serve to further prevent any attempted attack from achieving terrorist objectives.

In support of this effort, the DHS Office for Bombing Prevention (OBP) is dedicated to enhancing and coordinating the Nation’s ability to deter, prevent, and protect against IED attacks. OBP maintains multiple programs designed to support State and Urban Areas in explosive attack prevention and protection planning, analyzing explosive device mitigation capabilities and determining training and equipment requirements, improving IED awareness, and facilitating the sharing of terrorist IED techniques, tactics, and procedures through TRIPwire. Grantees are encouraged to work closely with OBP (in addition to their Preparedness Officer and FEMA Region) to ensure State and local initiatives sufficiently address IED threats. For more information, please contact OBP via obp@dhs.gov. To register for a TRIPwire account, go to <http://www.tripwire-dhs.net>.

Activities to strengthen explosive attack deterrence, prevention, and protection capabilities should be undertaken in coordination with the statewide CIKR protection program, which States were required to establish in FY 2007 in support of the NIPP.

Additional information to support the implementation of the NIPP is available at <http://www.dhs.gov/nipp/>.

3. Strengthening Preparedness Planning.

This provision aligns with the National Priority to Strengthen Planning and Citizen Preparedness Capabilities as outlined in the National Preparedness Guidelines and supports the Planning Annex to HSPD-8 “National Preparedness.” State and local jurisdictions must engage in comprehensive national and regional planning processes that seek to enhance emergency management capabilities through strengthened national and regional relationships and the allocation of resources toward preparedness planning. As indicated in the Planning Annex, coordinated, comprehensive plans should be developed that cover prevention, protection, and response activities for specific planning scenarios. However, within these plans, specific activities may be implemented in support of the following areas:

- **Fixing shortcomings in existing plans.** Areas of paramount concern are: Mass Evacuation and Sheltering, with particular emphasis on special needs populations¹ and citizen preparedness; Resource/Commodity Management, with particular emphasis on National Incident Management System (NIMS) standardized mechanisms and processes to describe, inventory, mobilize, dispatch, track, and recover resources over both the lifecycle and regional or national scope of an incident, taking into account both at-risk and host jurisdictions/states; CIKR Protection, with particular emphasis on Explosive Device Response Operations; Hazard Identification and Risk Assessment; and Health and Medical Services for Catastrophic Events. Once these shortcomings have been addressed, they should be integrated into scenario-specific plans.
- **Building regional planning processes and planning communities.** The primary focus is to establish processes for planning, preparedness, data exchange, and operational resource and asset management among regional planning partners. Activities should ensure that preparedness planning networks are fully integrated with other key planning efforts such as Area Maritime Security Plans (AMSPs) for port areas and Buffer Zone Plans (BZPs) for CIKR resources and community preparedness planning conducted by governmental and non-governmental entities through the Citizen Corps Council.
- **Linking operational needs identified in plans to resource allocation.** Applicants should use grant funds to institutionalize a capabilities-based planning process that defines, documents, analyzes, adjusts, and approves capability requirements that drive resource allocation.
- **Including the private sector in preparedness planning activities.** States and Urban Areas should include private sector entities in their preparedness planning process, building public-private partnerships where appropriate to more effectively

¹ For the purposes of this document, special needs population is a population whose members may have additional needs before, during, and after an incident in one or more of the following functional areas: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who live in institutionalized settings; who are elderly; who are children; who are from diverse cultures, who have limited English proficiency, or who are non-English speaking; or who are transportation disadvantaged.

prevent, protect against, respond to, and recover from major events. In particular, States and Urban Areas should engage with private sector entities as provisions for the voluntary private sector preparedness, accreditation, and certification program called for in the 9/11 Act are finalized in order to ensure that personnel have a comprehensive understanding of preparedness capabilities resident in their region.

Consolidation of Law Enforcement Terrorism Prevention-oriented Activities

Per the 9/11 Act and FY 2008 Consolidated Appropriations Act, FY 2008 HSGP will not contain a separate line-item Law Enforcement Terrorism Prevention Program (LETPP). As is clear in this year's three overarching HSGP priorities, a significant need for law enforcement terrorism prevention exists, particularly in the area of IED. As a result, and in addition to the above minimum spending requirements towards the three overarching HSGP priorities, States are also required to ensure that at least 25 percent of their SHSP award funds and 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

C. Allowable Expenses.

Allowable Investments made in support of the funding priorities discussed above as well as other capability-enhancing projects must fall into one of the following six categories:

1. Planning
2. Organization
3. Equipment
4. Training
5. Exercises
6. Personnel

The following grant guidance provides additional detail about each of these six allowable expense categories, as well as sections on additional activities including explicitly unallowable costs. In general, grantees should consult their FEMA Preparedness Officer prior to making any Investment that does not clearly meet the allowable expense criteria established by the guidance.

PART I. AVAILABLE FUNDING AND ELIGIBLE APPLICANTS

This section summarizes the total amount of funding available under the FY 2008 HSGP, describes the basic distribution method used to determine final grants awards, and identifies all eligible applicants for FY 2008 funding.

A. Available Funding.

In FY 2008, the total amount of funds distributed under the HSGP will be \$1,698,959,000. The available funding is summarized in the table below.

HSGP Programs	FY 2008 Funding
State Homeland Security Grant	\$862,925,000
Urban Areas Security Initiative	\$781,630,000
Metropolitan Medical Response System	\$39,831,500
Citizen Corps Program	\$14,572,500
Total	\$1,698,959,000

For planning purposes, applicants should assume that the total amount of FY 2008 HSGP funding for individual States, Territories, and Urban Areas will not exceed twice the historical average percentage of HSGP program funds received annually from FY 2003 through FY 2007. For further information, the SAA should coordinate with its respective Preparedness Officer.

The specific information regarding funding allocations for the four HSGP programs are detailed below.

1. FY 2008 SHSP Allocations.

FY 2008 SHSP funds will be allocated based on risk and anticipated effectiveness upon completion of the application review process. Each State will receive a minimum allocation under SHSP using the thresholds established in the 9/11 Act. All 50 States, the District of Columbia, and Puerto Rico will receive 0.375 percent of the total funds allocated for grants under Sections 2003 and 2004 of the Homeland Security Act of 2002 as amended by the 9/11 Act for SHSP and UASI programs. Four Territories (American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Sections 2003 and 2004 of the Homeland Security Act of 2002 as amended by the 9/11 Act for SHSP and UASI programs.

2. FY 2008 UASI Allocations.

FY 2008 UASI funds will be allocated based on risk and anticipated effectiveness upon completion of the application review process. Eligible candidates for the FY 2008 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States, in accordance with the 9/11 Act. Please refer to Appendix A to review the MSAs queried as part of the overall risk methodology. Based on that analysis, the following candidates are eligible to apply for funding under the FY 2008 UASI program. The eligible candidates have been grouped into two tiers according to relative risk. Tier I includes the seven highest risk areas and will be allocated 55 percent of the total UASI funding available; Tier II includes the other 53 candidate areas and will be allocated the remaining 45 percent of the total UASI funding available. The tier approach was employed to allow applicants with a similar level of risk to compete for funding on a level playing field.

Eligible Urban Areas under the FY 2008 UASI Program
60 Urban Areas, \$781,630,000 allocated

FY 2008 Tier I Urban Areas* 7 Urban Areas, \$429,896,500 allocated	
(CA) Los Angeles/Long Beach Area	(NJ) Jersey City/Newark Area
(CA) Bay Area	(NY) New York City Area
(DC) National Capital Region	(TX) Houston Area
(IL) Chicago Area	
FY 2008 Tier II Urban Areas* 53 Urban Areas, \$351,733,500 allocated	
(AZ) Phoenix Area	(NV) Las Vegas Area
(AZ) Tucson Area	(NY) Albany Area
(CA) Riverside Area	(NY) Buffalo Area
(CA) Sacramento Area	(NY) Rochester Area
(CA) San Diego Area	(NY) Syracuse Area
(CA) Anaheim/Santa Ana Area	(OH) Cincinnati Area
(CO) Denver Area	(OH) Cleveland Area
(CT) Bridgeport Area	(OH) Columbus Area
(CT) Hartford Area	(OH) Toledo Area
(FL) Fort Lauderdale Area	(OK) Oklahoma City Area
(FL) Jacksonville Area	(OR) Portland Area
(FL) Miami Area	(PA) Philadelphia Area
(FL) Orlando Area	(PA) Pittsburgh Area
(FL) Tampa Area	(PR) San Juan Area
(GA) Atlanta Area	(RI) Providence Area
(HI) Honolulu Area	(TN) Memphis Area
(IN) Indianapolis Area	(TN) Nashville Area
(KY) Louisville Area	(TX) Austin Area
(LA) Baton Rouge Area	(TX) Dallas/Fort Worth/Arlington Area
(LA) New Orleans Area	(TX) El Paso Area
(MA) Boston Area	(TX) San Antonio Area
(MD) Baltimore Area	(UT) Salt Lake City Area
(MI) Detroit Area	(VA) Richmond Area
(MN) Twin Cities Area	(VA) Norfolk Area
(MO) Kansas City Area	(WA) Seattle Area
(MO) St. Louis Area	(WI) Milwaukee Area
(NC) Charlotte Area	

* Alphabetical placement does not equate to funding allocation.

3. FY 2008 MMRS Allocations.

FY 2008 MMRS funding will be divided evenly among the 124 MMRS jurisdictions listed below.

FY 2008 MMRS Funding Allocations

State	MMRS Jurisdiction	Allocation
Alabama	Birmingham, Huntsville, Mobile, and Montgomery	\$1,284,884
Alaska	Anchorage and Southeast Alaska	\$642,442
Arizona	Glendale, Mesa, Phoenix, and Tucson	\$1,284,884
Arkansas	Little Rock	\$321,221
California	Los Angeles, San Francisco, San Diego, San Jose, Long Beach, Oakland, Sacramento, Fresno, Santa Ana, Anaheim, Riverside, Glendale, Huntington Beach, Stockton, Bakersfield, Fremont, Modesto, and San Bernardino	\$5,781,978
Colorado	Aurora, Colorado Springs, and Denver	\$963,663
Connecticut	Hartford	\$321,221
Florida	Miami, Jacksonville, Tampa, St. Petersburg, Hialeah, Ft. Lauderdale, and Orlando	\$2,248,547
Georgia	Atlanta and Columbus	\$642,442
Hawaii	Honolulu	\$321,221
Illinois	Chicago	\$321,221
Indiana	Ft. Wayne and Indianapolis	\$642,442
Iowa	Des Moines	\$321,221
Kansas	Kansas City and Wichita	\$642,442
Kentucky	Lexington/Fayette and Louisville	\$642,442
Louisiana	Baton Rouge, Jefferson Parish, New Orleans, and Shreveport	\$1,284,884
Maryland	Baltimore	\$321,221
Massachusetts	Boston, Springfield, and Worcester	\$963,663
Michigan	Detroit, Grand Rapids, and Warren	\$963,663
Minnesota	Minneapolis and St. Paul	\$642,442
Mississippi	Jackson	\$321,221
Missouri	Kansas City and St. Louis	\$642,442
Nebraska	Lincoln and Omaha	\$642,442
Nevada	Las Vegas	\$321,221
New Hampshire	Northern New England MMRS	\$321,221
New Jersey	Jersey City and Newark	\$642,442
New Mexico	Albuquerque	\$321,221
New York	Buffalo, New York City, Rochester, Syracuse, and Yonkers	\$1,606,105
North Carolina	Charlotte, Greensboro, and Raleigh	\$963,663
Ohio	Akron, Cincinnati, Cleveland, Columbus, Dayton, and Toledo	\$1,927,326
Oklahoma	Oklahoma City and Tulsa	\$642,442
Oregon	Portland	\$321,221

State	MMRS Jurisdiction	Allocation
Pennsylvania	Allegheny County and Philadelphia	\$642,442
Rhode Island	Providence	\$321,221
South Carolina	Columbia	\$321,221
Tennessee	Chattanooga, Knoxville, Memphis, and Nashville	\$1,284,884
Texas	Amarillo, Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Irving, Lubbock, San Antonio, and Southern Rio Grande	\$4,175,873
Utah	Salt Lake City	\$321,221
Virginia	Arlington County, Chesapeake, Newport News, Norfolk, Richmond, and Virginia Beach	\$1,927,326
Washington	Seattle, Spokane, and Tacoma	\$963,663
Wisconsin	Madison and Milwaukee	\$642,442
Total		\$39,831,404

4. FY 2008 CCP Allocations.

CCP allocations are determined using the USA PATRIOT Act formula, which specifies that all 50 States, the District of Columbia, and Puerto Rico will receive a minimum of 0.75 percent of the total available grant funding, and that four Territories (American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum of 0.25 percent of the total available grant funding. The balance of CCP funds are distributed on a population-share basis. In addition to CCP allocations, States and Urban Areas are encouraged to fully leverage all HSGP resources to accomplish the Citizen Corps mission.

FY 2008 CCP Funding Allocations

State/Territory	Allocation	State/Territory	Allocation
Alabama	\$242,635	Nevada	\$183,210
Alaska	\$128,987	New Hampshire	\$147,207
Arizona	\$291,932	New Jersey	\$359,560
Arkansas	\$190,973	New Mexico	\$166,053
California	\$1,162,496	New York	\$665,317
Colorado	\$249,368	North Carolina	\$370,368
Connecticut	\$210,206	North Dakota	\$127,726
Delaware	\$134,210	Ohio	\$439,689
District of Columbia	\$126,244	Oklahoma	\$213,519
Florida	\$635,164	Oregon	\$217,269
Georgia	\$384,305	Pennsylvania	\$467,518
Hawaii	\$146,272	Rhode Island	\$139,773
Idaho	\$152,496	South Carolina	\$236,293
Illinois	\$479,613	South Dakota	\$132,235
Indiana	\$292,120	Tennessee	\$286,687
Iowa	\$195,388	Texas	\$798,047
Kansas	\$189,278	Utah	\$185,514
Kentucky	\$231,503	Vermont	\$127,194
Louisiana	\$232,993	Virginia	\$331,501
Maine	\$147,246	Washington	\$295,668
Maryland	\$271,175	West Virginia	\$161,504
Massachusetts	\$295,130	Wisconsin	\$270,693
Michigan	\$399,492	Wyoming	\$124,358
Minnesota	\$259,052	Puerto Rico	\$149,996
Mississippi	\$193,393	U.S. Virgin Islands	\$39,556
Missouri	\$278,668	American Samoa	\$38,092
Montana	\$136,893	Guam	\$41,429
Nebraska	\$160,424	Northern Mariana Islands	\$38,867
Total			\$14,572,500

B. Eligible Applicants and Role of State Administrative Agencies.

The Governor of each State and Territory is required to designate a State Administrative Agency (SAA) to apply for and administer the funds awarded under HSGP. The SAA is the only entity eligible to formally apply for HSGP funds. FEMA requires that the SAA be responsible for obligating HSGP funds to local units of government and other designated recipients within 45 days after receipt of funds.²

In addition, to be eligible to receive FY 2008 HSGP funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2007 compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness awardees will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirements of their sub-awardees (locals) in order to disperse funds at the local level.

² As defined in the Conference Report accompanying the DHS Appropriations Act of 2008, the term "local unit of government" means "any county, city, village, town, district, borough, parish, port authority, transit authority, intercity rail provider, commuter rail system, freight rail provider, water district, regional planning commission, council of government, Indian tribe with jurisdiction over Indian country, authorized Tribal organization, Alaska Native village, independent authority, special district, or other political subdivision of any State."

PART II.

APPLICATION AND EVALUATION PROCESS

This section summarizes the overall timetable for the FY 2008 HSGP and core process and priorities that will be used to assess applications under the FY 2008 program. The next section provides detailed information about specific application requirements and the process for submission of applications.

A. Overview -- Application Deadline and Review Process.

For specific application instructions, please refer to Appendix E, FY 2008 HSGP Application Requirements. Completed Applications must be submitted **no later than 11:59 PM EDT, May 1, 2008.**

FEMA will evaluate and act on applications within 90 days following close of the application period. With respect to SHSP and UASI, the FY 2008 HSGP will use risk-based prioritization consistent with FEMA policy outlined in this guidance document. Each applicant's final funding allocation will be determined using a combination of the results of the risk and effectiveness analyses.

The following process will be used to make awards under the program:

- FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of Investment Justifications and State Preparedness Reports by the established due dates.
- Eligible applications will be reviewed and scored through a State and local peer review process to analyze the anticipated effectiveness of proposed Investments. State Preparedness Reports will be reviewed by the peer review panels for context, but will not be scored.
- FEMA will use the results of both the risk analysis and the peer review to make recommendations for funding to the Secretary of Homeland Security.

Applicants must comply with all administrative requirements — including submitting Investment Justifications and also ensuring that their State Preparedness Report is submitted to FEMA not later than March 31, 2008 — described herein. Having met all administrative requirements, applications will be evaluated through the peer review process for completeness, adherence to programmatic guidelines, feasibility, and how well the proposed Investment addresses the identified need(s) or capability shortfall(s). The Investment Justification requires narrative on strategic alignment, funding plan, milestones, project management, potential challenges, impact, and sustainability for each proposal. This information will be used to evaluate the anticipated effectiveness of all proposed Investments. Investment Justification questions and scoring criteria are included in Appendix D. Grantees should also refer to the *FY 2008 HSGP Investment*

Justification Reference Guide for assistance in the formulation of State and UASI Investment Justifications.

B. Grant Application Support from FEMA.

During the application period FEMA will identify multiple opportunities for a cooperative dialogue between the Department and applicants through such processes as the mid-term review. This commitment is intended to ensure a common understanding of the funding priorities and administrative requirements associated with the FY 2008 HSGP, and to help in submission of projects that will have the highest impact on reducing risks.

PART III.

PROGRAM REQUIREMENTS

This section provides detailed information about specific application requirements and the process for submission of applications.

A. General Program Requirements.

The applicable SAAs will be responsible for administration of the FY 2008 HSGP. In administering the program, the SAA must work with the eligible applicants to comply with the following general requirements:

1. Grant funds. The SAA must obligate 80 percent of the funds awarded under SHSP and UASI to local units of government within 45 days of receipt of the funds. For Puerto Rico, the SAA must also obligate 80 percent of the funds to local units of government within 45 days of receipt of the funds (as opposed to obligating 50 percent of funds within 60 days as noted in the FY 2007 HSGP). Additionally, no pass-through requirements will be applied to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. Any UASI funds retained by the SAA must be used to **directly** support the designated Urban Areas in the State.

States must obligate 100 percent of MMRS grant funds within 45 days of receipt.

There are no obligation requirements for CCP. However, if funds are retained, consultation with local Citizen Corps Councils is required to ensure funds are expended in a manner that supports local or statewide efforts to educate, train, and involve citizens. Jurisdictions are encouraged to leverage available funding resources to support community preparedness and participation.

For SHSP and UASI programs involving obligation of funds, the State may retain some of the allocation of grant funds for expenditures made by the State on behalf of the local unit of government or Urban Area jurisdiction. This may occur only with the written consent of the local unit of government or Urban Area jurisdiction, with the written consent specifying the amount of funds to be retained and the intended use of funds. If a written consent agreement is already in place from FY 2007, FEMA will continue to recognize it for FY 2008. If any modifications to the existing agreement are necessary to reflect new initiatives, States should contact their assigned Preparedness Officer.

As noted before, FY 2008 HSGP will focus on three objectives as its highest priorities, of which at least 25 percent of HSGP funds must be dedicated to the last two:

- Measuring progress in achieving the National Preparedness Guidelines
- Strengthening improvised explosive device (IED) deterrence, prevention, and protection capabilities
- Strengthening preparedness planning

Per the 9/11 Act and Homeland Security Appropriation Act of 2008, FY 2008 HSGP will not contain a separate line-item Law Enforcement Terrorism Prevention Program (LETPP). However, States are still required to ensure that at least 25 percent of their SHSP award funds and 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

FEMA will track the congressionally-mandated obligation of funds to local units of government through each State's Initial Strategy Implementation Plan. In addition, FEMA strongly encourages the timely obligation of funds from local units of government to other subgrantees, as appropriate.

2. Management and Administration (M&A) limits. A maximum of up to three percent (3%) of funds awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall subgrantee M&A amount may not equal more than three percent (3%).

3. Cash-Match Requirements. Grantees are not required to engage in cash or in-kind match for FY 2008 HSGP funds. However, there is the potential for future grant programs to be impacted by cash match requirements as early FY 2009. Accordingly, grantees should anticipate and plan for future homeland security programs to require cash or in-kind matches at cost-share levels comparable to other FEMA-administered grant programs.

PART IV.

GENERAL HSGP ALLOWABLE COSTS GUIDANCE

The following pages outline global allowable costs guidance applicable to all programs included in the HSGP. A crosswalk of allowable costs across grant programs can be found in Appendix B.

As a reminder, FY 2008 HSGP will focus on three objectives as its highest priorities:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of FY 2008 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) funding must be allocated to objectives 2 and 3.

At least 25 percent of SHSP award funds and 25 percent of UASI award funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

1. Planning Activities.

States and Urban Areas are strongly encouraged to use FY 2008 HSGP funds for planning efforts that enable them to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., law enforcement, fire, emergency medical service (EMS), public health, behavioral health, public works, agriculture, and information technology) and levels of government. Planning activities should focus on the four homeland security mission areas of prevention, protection, response, and recovery. All jurisdictions are encouraged to work through Citizen Corps Councils, non-governmental entities, and the general public in planning activities.³

Allowable planning costs include:

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario
- Developing and implementing homeland security support programs and adopting DHS national initiatives
- Developing related terrorism prevention activities
- Developing and enhancing plans and protocols
- Developing or conducting assessments

³ Non-governmental entities include the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations.

Examples of allowable planning costs can be found at <http://www.fema.gov/grants>.

2. Organization Activities (SHSP and UASI only).

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification submission by using historical data or other analysis.⁴

For SHSP:

- a. Only States that do not contain a DHS-designated Urban Area and therefore do not receive a UASI award are allowed to utilize SHSP funding for Organizational Activities. For States which do not receive a FY 2008 UASI award, no more than 15 percent of their SHSP award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

For UASI:

- b. No more than 25 percent of each individual UASI award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.
 1. Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses (as defined in this guidance) for staffing State or local fusion centers
 - Hiring of contracted security for critical infrastructure sites
 - Public safety overtime (as defined in this guidance)
 - National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
 - Increased border security activities in coordination with U.S. Customs and Border Protection (CBP), as outlined in Information Bulletin #135

Consumable costs, such as fuel expenses, are **not allowed** except as part of the standard National Guard deployment package.

⁴ The effectiveness of a request for the use of funds for allowable organizational costs will be judged on the Investment Justification to illustrate the need for such resources to effectively achieve a capability that will have a meaningful impact in the reduction of risk.

States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 15 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions.

2. **Overtime Costs.** Overtime costs (as defined in this guidance) are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTFs, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
3. **Intelligence Analysts.** SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal funds. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills,

computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

3. Equipment Activities.

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2008 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <http://www.rkb.us>.

The Standardized Equipment List (SEL) is located at this site as well. In some cases, items on the SEL are not allowable under HSGP or will not be eligible for purchase unless specific conditions are met. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

4. Training Activities.

States, Territories, and Urban Areas are strongly encouraged to use HSGP funds to develop a State/Territory homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs. Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, and training for volunteers.

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP) or specific annexes, where applicable.

Additional information regarding training is located in Appendix C.

5. Exercise Activities.

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance for exercise design, development, conduct, evaluation and improvement planning. HSEEP Volume IV provides sample exercise materials and HSEEP Volume V: Prevention Exercises contains guidance and

recommendations for designing, developing, conducting, and evaluating prevention-focused exercises. All volumes can be found at <http://hseep.dhs.gov>.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

Additional information regarding exercises is located in Appendix C.

6. Personnel Activities.

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2008 HSGP planning, training, exercise, and equipment activities.

- For SHSP and UASI, a personnel cap of up to 15 percent of each of the total program funds may be used. Grantees who wish to seek a waiver from the 15 percent personnel cap must provide documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances.
- For MMRS or CCP, the 15 percent personnel cap ceiling does not apply.
- The category of personnel costs does not apply to contractors.

FY 2008 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

The following are definitions for the terms as used in this grant guidance:

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program activities as specified in this guidance. This may **not** include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of FTEs.
- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Backfill-related overtime only includes the difference between the overtime rate paid and what would have otherwise been paid to the backfilling employee for regular time. Under no circumstances should the entire amount of backfill overtime expense be charged to an award. Neither overtime

nor backfill expenses are the result of an increase of Full-Time Equivalent (FTE) employees.

- **Supplanting** – Replacing a currently State and/or locally budgeted position with one or more full-time employees or contracted supported in whole or in part with Federal funds.

Management and Administration (M&A) limits. A maximum of up to three percent (3%) of funds awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall subgrantee M&A amount may not equal more than three percent (3%).

7. Construction and Renovation.

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities. CCP and MMRS funds may not be used for any type of construction or renovation.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction of and renovation to guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

In order to draw down funds for construction and renovation costs under HSGP grantees must provide to FEMA:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements.

Grantees should refer to FEMA's Information Bulletin #271, *Environmental and Planning and Historic Preservation Requirements for Grants*.

PART V.

ALLOWABLE COSTS GUIDANCE LAW ENFORCEMENT TERRORISM PREVENTION-ORIENTED ALLOWABLE COSTS

As noted previously, the 9/11 Act and FY 2008 Consolidated Appropriations Act removed appropriations specific for the LETPP. However, the Department still values and places an emphasis on law enforcement terrorism prevention and protection-oriented activities.

States are still required to ensure that at least 25 percent of their SHSP award funds and at least 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

The broad parameters of the historical LETPP program are still allowable under SHSP and UASI. These include the following activities:

- Information sharing and analysis;
- Target hardening;
- Threat recognition;
- Terrorist interdiction;
- Subject to the limitations on Organization and Personnel Costs outlined above, overtime expenses consistent with a State Homeland Security Plan, including for the provision of enhanced law enforcement operations in support of Federal agencies, including for increased border security and border crossing enforcement;
- Subject to the limitations on Organization and Personnel Costs outlined above, establishing, enhancing, and staffing with appropriately qualified personnel State, local, and regional fusion centers;
- Subject to the limitations on Organization and Personnel Costs outlined above, paying salaries and benefits for personnel, including individuals employed by the grant recipient on the date of the relevant grant application, to serve as qualified intelligence analysts;

For more specific information on allowable costs under this heading, please see the SHSP and UASI sections of this grant package. Additionally, please refer to Appendix C, *HSGP Allowable Expenses, Additional Information*, for specific examples on allowable law enforcement terrorism prevention-oriented planning, training, and exercise activities.

PART VI.

PROGRAM OVERVIEW: STATE HOMELAND SECURITY PROGRAM

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report.

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

A. Program Requirements.

Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular required reporting mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As a reminder, FY 2008 HSGP will focus on three objectives as its highest priorities:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of FY 2008 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) funding must be allocated to objectives 2 and 3.

At least 25 percent of SHSP award funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

B. Authorized Program Expenditures.

This section provides guidance on the types of expenditures that are allowable under SHSP. Please refer to Appendix B for a summary of authorized SHSP expenditures.

In addition to the expenditures outlined below, SHSP funds can be used to support activities related to secure identification. Activities that facilitate secure identification,

including IT enhancements for identification management and verification systems, are a priority. DHS is currently developing and implementing a number of high profile screening programs in which secure identification credentials figure prominently. These include REAL ID, enhancing driver's licenses to be used as secure border-crossing documents, Transportation Worker Identification Credential (TWIC), and the credentialing of First Responders.

REAL ID addresses a key recommendation of the 9/11 Commission Report to enhance the security, integrity and protection of licensing and identification systems across the country. REAL ID can help States improve State driver's license and ID card issuance capabilities and enable States to work collectively to develop more secure systems to verify a person's identity, while at the same time protecting the privacy of the applicant's personal identification information. Specific allowable activities include: planning activities related to REAL ID, personal identification verification systems enhancements; personnel and management costs related to REAL ID activities; and acquisitions for hardware and software related to REAL ID technologies. TWICs are tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners.

Specific allowable activities include: projects that involve new installations or upgrades to access control and identity management systems that exhibit compliance with TWIC standards and program specifications. The credentialing of First Responders aims to enhance real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events. Specific allowable activities include: standards-based technologies, policies, protocols, and practices for a portable and functional solution, which could include training or exercises.

1. Planning Activities.

SHSP funds may be used for a broad range of homeland security planning activities. Please refer to Part IV, Allowable Costs Guidance, (1) Planning Activities.

2. Organizational Activities.

For SHSP: Only States which do not contain a DHS-designated Urban Area and therefore do not receive a UASI award are allowed to utilize SHSP funding for Organizational Activities. For States which do not receive a FY2008 UASI award, no more than 15 percent of their SHSP award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

1. Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 SHSP

funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in this guidance) for staffing State or local fusion centers
- Hiring of contracted security for critical infrastructure sites
- Public safety overtime (as defined in this guidance)
- National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
- Increased border security activities in coordination with U.S. Customs and Border Protection (CBP), as outlined in Information Bulletin #135

Consumable costs, such as fuel expenses, are **not allowed** except as part of the standard National Guard deployment package.

2. **Overtime Costs.** Overtime costs (as defined in this guidance) are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTFs, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

3. **Intelligence Analysts.** SHSP funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for two years, after which States shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating

that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

Under no circumstances may eligible non-UASI States exceed 15 percent of their SHSP award for these activities.

3. Equipment Activities.

FY 2008 SHSP funds may be used for prevention, protection, response, and recovery-oriented equipment acquisition from the 21 equipment categories listed in the AEL. The AEL is available in its entirety online through the RKB at <http://www.rkb.us> and the equipment categories are outlined in Appendix B.

4. Training Activities.

SHSP funds may be used to enhance the capabilities of State and local government and non-governmental emergency preparedness and response personnel through development of a State homeland security training program.

5. Exercise Activities.

SHSP funds may be used to design, develop, conduct, and evaluate exercises in accordance with the overarching guidance on exercises.

6. Personnel Activities.

As noted previously, up to 15 percent of SHSP funds may be used to support the hiring of full or part time employees to perform allowable FY 2008 SHSP planning, training, exercise, and equipment activities.

Grantees who wish to seek a waiver from the 15 percent personnel cap must provide hard and telling documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances. For more information please see Part IV, Allowable Costs Guidance, (6) Personnel.

PART VII.

PROGRAM OVERVIEW: URBAN AREAS SECURITY INITIATIVE

Since its inception in FY 2003, the intent of the UASI program has been to enhance regional preparedness in major metropolitan areas. The UASI program directly supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery. The FY 2008 UASI program continues this mission by providing financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist them in building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism.

The FY 2008 UASI program is intended to enhance regional preparedness efforts. Urban Areas **must** use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region. In some instances Urban Area boundaries cross State borders. States **must** ensure that the identified Urban Areas take an inclusive regional approach to the development and implementation of the FY 2008 UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, campus law enforcement, State agencies, Citizen Corps Council(s), and MMRS jurisdictions in their program activities.

Activities implemented under UASI must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Pursuant to changes required by the 9/11 Act, eligible FY 2008 UASI candidates were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by the Office of Management and Budget. MSAs are used by DHS to determine eligibility for participation in the program. Page Nine shows a table of Urban Areas selected for possible FY 2008 funding; Appendix A shows the MSAs queried as part of the overall risk methodology. *Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried.* Urban Area Working Groups (UAWGs) must continue to take a regional approach to membership but are not required to expand or contract existing Urban Area participation to conform to MSA composition as a result of this legislative change. Detailed information on MSAs is

publicly available from the U.S. Census Bureau at <http://www.census.gov/population/www/estimates/metrodef.html>.

A. Program Requirements.

The SAA will be responsible for ensuring compliance with the fiduciary and programmatic administration requirements of the FY 2008 UASI program.

1. Identify Points of Contact. The SAA must confirm a specific point of contact (POC) with the designated Urban Area. The SAA POCs are responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing Urban Areas to ensure that information for current POCs is on file with FEMA.

2. Establish the UAWG. Membership in the UAWG must provide either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement) that comprise the defined Urban Area. *It must also be inclusive of local MMRS and Citizen Corps Council representatives.* The SAA POC must ensure that appropriate representation for the defined Urban Area is included per this guidance. FEMA strongly encourages that, wherever possible, previously established local working groups should be leveraged for this purpose to ensure that UASI resources are managed in the most efficient and effective manner possible. The UAWG may also support State efforts to develop the State Preparedness Report, particularly as it relates to UASI activities. An overview of the UAWG structure and a list of members and their associated jurisdictions must be provided to FEMA along with the grant application. Urban Areas must notify the SAA of any updates to the UAWG structure or membership, of which the SAA must thereafter provide notification to FEMA.

3. Governance. The identified jurisdictions in Part I represent the candidate Urban Areas eligible to apply for funding. The UAWG will be responsible for coordinating development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process.

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. This charter must be on file with FEMA prior to drawing down FY 2008 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

4. Urban Area Homeland Security Strategy. Urban Areas must utilize their Urban Area Homeland Security Strategy as the basis for requesting funds to support

Investments identified in the Investment Justification. There must be a clear correlation between the goals, objectives, and priorities identified in the Urban Area Homeland Security Strategy and FY 2008 UASI program activities. In addition, the Urban Area Homeland Security Strategy must also be consistent with and supportive of the State Homeland Security Strategy and the State Preparedness Report.

All Urban Areas receiving funding in FY 2008 must have an approved Urban Area Homeland Security Strategy. Any new Urban Areas must develop a strategy and submit it to FEMA for review and approval prior to drawing down UASI funds; this includes prior Urban Areas who were not Urban Areas in either FY 2006 and/or 2007, but who were selected again as Urban Areas for FY 2008. For new Urban Areas, strategy development technical assistance is available; please consult your SAA for requesting assistance services from FEMA.

5. Allocation of funds.

As a reminder, FY 2008 HSGP will focus on three objectives as its highest priorities:

1. Measuring progress in achieving the National Preparedness Guidelines
2. Strengthening improvised explosive device (IED) deterrence, prevention, and protection capabilities
3. Strengthening preparedness planning

At least 25 percent of FY 2008 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) funding must be allocated to objectives 2 and 3.

At least 25 percent of UASI funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

The use and allocation of all grant funds available through the FY 2008 UASI program must focus on the investments identified in the Urban Area's Investment Justification and the implementation of the validated Urban Area Homeland Security Strategy. The use of funds must also be consistent with the State Homeland Security Strategy, the State Preparedness Report, the National Preparedness Guidelines, TCL and UASI program guidelines. Funds used to support Citizen Corps related efforts, such as citizen preparedness, volunteer participation, and the integration of non-governmental resources should be coordinated with Citizen Corps Councils.

The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations. If consensus can not be reached within the 45-day time period allotted for the State to obligate funds to subgrantees, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG, or the failure to achieve otherwise, on the allocation of funds and submit it to FEMA immediately after the 45-day time period allotted for the State to obligate funds to subgrantees.

Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and DHS upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

B. Authorized Program Expenditures.

This section provides guidance on the types of expenditures that are allowable under UASI. Please refer to the checklist in Appendix B for a summary of authorized UASI expenditures.

1. Planning Activities.

UASI funds may be used for a broad range of homeland security planning activities. Please refer to Part IV, Allowable Costs Guidance, (1) Planning Activities.

2. Organizational Activities.

States and Urban Areas may use FY 2008 UASI funds to support select organization activities. States and Urban Areas must justify proposed expenditures of UASI funds to support organization activities within their Investment Justification submission by using historical data or other analysis.

For UASIs: No more than 25 percent of each individual UASI award amount may be used for operational expenses and overtime costs for the three (3) Organizational Activities noted below.

1. Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2008 UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses (as defined in this guidance) for staffing State or local fusion centers
 - Hiring of contracted security for critical infrastructure sites
 - Public safety overtime (as defined in this guidance)
 - National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
 - Increased border security activities in coordination with U.S. Customs and Border Protection (CBP), as outlined in Information Bulletin #135

Consumable costs, such as fuel expenses, are **not allowed** except as part of the standard National Guard deployment package.

States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 15 percent of the State share of the UASI grant). However, those activities must directly support increased security measures enacted in the UASI jurisdictions.

2. **Overtime Costs.** Overtime costs (as defined in this guidance) are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTFs, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
3. **Intelligence Analysts.** UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

Costs associated with hiring new intelligence analysts are allowable only for two years, after which States and Urban Areas shall be responsible for supporting the sustainment costs for those intelligence analysts. Use of funds for the hiring of intelligence analysts represents a commitment by the grantee to sustain Federally-funded positions after the two-year Federal funding period with non-Federal resources. Failure to sustain such positions will result in disqualification of grantees from hiring analysts with Federal funds in future program years. In order to receive funds for hiring intelligence analysts, the SAA must retain certification on file stating that the responsible jurisdiction will assume responsibility for supporting the costs of the hired analysts following the two-year Federal funding period. This certification must also be accompanied by a budget plan providing the details of this arrangement.

All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the

minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to Preparedness Officers upon request.

Under no circumstances may jurisdictions exceed 25 percent of their UASI award for these activities.

3. Equipment Activities.

UASI funds may be used for prevention, protection, response, and recovery-oriented equipment acquisition from the 21 equipment categories listed in the AEL. The AEL is at <http://www.rkb.us> and the equipment categories are outlined in Appendix B.

4. Training Activities.

FY 2008 UASI funds may be used to enhance the capabilities of State and local government and non-governmental emergency preparedness and response personnel through development of a State homeland security training program. See Appendix C for additional information.

5. Exercise Activities.

All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Urban Areas are eligible to apply for exercise direct support, but must do so in coordination with the SAA. Direct support exercises provided to Urban Areas will count against the amount of direct support allotted to the State for FY 2008.

6. Personnel.

As noted previously, up to 15 percent of UASI funds may be used to support the hiring of full or part time employees to perform allowable FY 2008 UASI planning, training, exercise, and equipment activities. Grantees who wish to seek a waiver from the 15 personnel cap must provide hard and telling documentation explaining why the 15 percent personnel cap is unacceptable; waiver requests will be considered only under extreme circumstances. For more information please see Part IV, *Allowable Costs Guidance*, (6) Personnel.

PART VIII.

PROGRAM OVERVIEW: METROPOLITAN MEDICAL RESPONSE SYSTEM

The FY 2008 MMRS program provides funding to designated localities to assist in maintaining and updating plans, delivering training, purchasing equipment and pharmaceuticals, and conducting exercises. The mission of MMRS is to enhance local medical incident management's ability to coordinate and respond to a mass casualty event during the crucial first hours, until significant external resources arrive and become operational.

MMRS provides the platform for rapid and efficient integration of State and Federal medical resources into the local incident management system. Through its established multi-agency, collaborative planning framework, the MMRS program also promotes effective regional coordination of mutual aid with neighboring localities (MMRS "Operational Area"). Additional information is provided at <http://www.fema.gov/mmrs>.

The FY 2008 MMRS Program will support the MMRS jurisdictions in:

- Achieving preparedness in MMRS-related Target Capabilities/Capability Focus Areas, in accordance with the National Preparedness Guidelines
- Ensuring that MMRS strategic goals, objectives, operational capabilities, resource requirements, and operational plans correlate with State and Urban Area Homeland Security Assessments and Strategies
- Increasing collaboration with the U.S. Department of Health and Human Services, specifically the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program and the Healthcare Facilities Partnership Program
- Continuing the distinct capability enhancements required for pandemic influenza preparedness
- Maintaining the MMRS capabilities established through the completion of deliverables and other requirements promulgated in previous federal funding guidance documents and related directives

The Target Capabilities List (TCL) identifies and defines 37 specific capabilities that the Nation may need to achieve and sustain, depending on relevant risks and threats, in order to be prepared. MMRS jurisdictions are uniquely suited to plan, organize, staff, equip, train and exercise to achieve many of the desired outcomes for one distinct capability: Emergency Triage and Pre-Hospital Treatment. Therefore, jurisdictions must give priority attention to improving Emergency Triage and Pre-Hospital Treatment capability within their operational area. Jurisdictions should give additional consideration to the remaining 10 supporting capabilities, but also have the option of using grant funds to improve any of the other capabilities listed in the FY 2008 HSGP Supplemental Resource: *MMRS Target Capabilities/ Capability Focus Areas and Community*

Preparedness, in cooperation with State and/or UASI strategies related to medical mass casualty preparedness and response.

A. Program Requirements.

1. Allocation of funds. States must obligate 100 percent of MMRS grant funds.

SAs, in coordination with other relevant State government elements, such as public health, are expected to ensure that local MMRS representation exists within the Senior Advisory Committee body, and MMRS jurisdictions are able to seek information from, and provide information to, that body.

2. MMRS Priority Target Capabilities/Capability Focus Areas (TC/CFA). The listing below constitutes the primary MMRS Target Capabilities/Capability Focus Areas (TCs/CFAs) for FY 2008. In addition to the primary focus of Emergency Triage and Pre-Hospital Treatment, MMRS jurisdictions are expected to select from the TCs/CFAs below as their FY 2008 work effort. Jurisdictions also have the option of using grant funds to improve any of the other Target Capabilities listed in the FY 2008 HSGP Supplemental Resource: *MMRS Target Capabilities/ Capability Focus Areas and Community Preparedness*, provided they are reflected in the relevant State and/or Urban Area strategies, State Preparedness Report, and Investment Justifications. MMRS jurisdictions must also sustain capabilities achieved through the implementation of prior years' program guidance, deliverables, and funding.

1. Medical Surge
2. Mass Prophylaxis
3. WMD/Hazardous Materials Response and Decontamination
4. Emergency Triage and Pre-Hospital Treatment
5. Medical Supplies Management and Distribution
6. Emergency Public Information and Warning
7. Interoperable Communications
8. Information Sharing and Collaboration
9. Regional Collaboration
10. Fatality Management
11. Isolation and Quarantine

The MMRS Supplemental Resource is available at <http://www.fema.gov/grants>.

3. Pandemic influenza preparedness. An overarching requirement for MMRS jurisdictions is the revision and updating of Continuity of Operations/Continuity of Government (COOP/COG) plans for medical, mental health, and public health functions, and their supporting infrastructure, throughout the MMRS Operational Area. Key aspects of this activity include:

- Updating COOP/COG plans to include clear lines of succession for key management positions; protection of essential records, facilities, equipment, and

personnel; operation of alternate facilities; and interoperable emergency communications

- Reviewing mutual aid agreements to ensure they address the sharing of resources, and related provisions for managing critical infrastructure and key assets, including facilities, personnel, equipment and supplies
- Stockpiling and priority dispensing of influenza vaccines and anti-viral medications

The CDC-PHEP FY 2007 Cooperative Agreement guidance, including the Pandemic Flu Preparedness Supplement, provides for discounted bulk purchases of anti-viral pharmaceuticals and ventilators. MMRS jurisdictions should access that source before using MMRS grant funds to acquire and stockpile equipment and supplies for pandemic response.

4. Medical Reserve Corps. The Medical Reserve Corps (MRC) program is administered by the HHS Office of the Surgeon General. Medical Reserve Corps units are organized locally to meet the health and safety needs of their community. MRC members are identified, credentialed, trained and prepared in advance of an emergency, and may be utilized throughout the year to improve the public health system. MMRS jurisdictions are encouraged to actively collaborate with MRC unit representatives. MMRS funds may be used to support local MRC units if endorsed by the local MMRS Steering Committee. Local MRC units must submit proposals to the MMRS Steering Committee outlining the amount of funds requested, the purpose of the funds, and the specific goals that will be addressed by the MRC unit as outlined in the proposal. The MMRS Steering Committee shall ensure that the proposed MRC activities will support and complement the objectives of the MMRS program prior to approval of the MRC funds request.

The following are examples of the types of allowable expenses that MMRS jurisdictions may consider when supporting/establishing MRC units:

- Implementing mechanisms to assure appropriate integration and coordination with existing local emergency response and health assets and capabilities (including provision of legal protections for volunteers)
- Developing plans to organize and mobilize the MRC unit in response not only to urgent needs, but also to address other public health needs in the community
- Recruiting volunteers for the MRC unit
- Tracking volunteer information
- Screening and verifying credentials
- Training
- Providing equipment and supplies for the MRC unit

5. EMS medical oversight. To the extent that MMRS program funds are used to support the activities of EMS agencies and activities, those funds may only be used to

support EMS in systems which are operating under local or regional medical oversight consistent with state and local requirements and with the concurrence and approval of that local or regional medical oversight entity.

C. Authorized Program Expenditures.

This section provides guidance on the types of expenditures that are allowable under MMRS. Please refer to the checklist in Appendix B for a summary of authorized MMRS expenditures.

1. Planning Activities.

The local MMRS Steering Committee represents the relevant organizations that assist in the planning and operational area (regional) development of the MMRS. Steering committees should ensure that MMRS strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Steering committees should also ensure that operational plans and training and exercise activities are updated and/or modified to achieve conformance with the National Preparedness Guidelines and the NRF, to include coordinating structures, processes, and protocols. Steering committees are expected to provide a validation of the local MMRS work plan at least annually.

2. Organizational Activities.

Organization costs are not allowed under MMRS.

3. Equipment Activities.

MMRS funds may be used for equipment acquisition from the MMRS equipment categories listed in the AEL. The AEL is available at <http://www.rkb.us> and the equipment categories are outlined in Appendix B.

MMRS jurisdictions are expected to manage their pharmaceutical cache in coordination with the local/regional public health offices and hospital associations. MMRS jurisdictions are advised to coordinate with their local/regional CDC counterparts before using MMRS grant funds to acquire and stockpile any equipment, supplies or pharmaceuticals for pandemic preparedness and response purposes.

4. Training Activities.

Development and delivery of local and regional MMRS training programs and schedules should be based on the MMRS community's risk management strategy. Allowable activities include:

- Training to strengthen medical surge, mass prophylaxis, triage and pre-hospital treatment, medical supplies management and distribution, mass care, and fatality management capabilities
- Training to support pandemic influenza preparedness
- Training in support of mass casualty response teams

5. Exercise Activities.

The scenarios used in MMRS exercises must focus on catastrophic incidents with national impact (i.e., catastrophic natural hazard, terrorist incident). Grantees are encouraged to use the National Planning Scenarios as a basis for developing exercise scenarios for their region, with a focus on medical issues related to preparedness and response. Scenarios should be targeted to the MMRS Capability Focus Areas provided above. Grantees should include law enforcement personnel in exercises and planning activities.

Citizen participation in exercises is strongly encouraged and should be coordinated with the local Medical Reserve Corps and Citizen Corps Council. Volunteer roles and responsibilities include, but are not limited to, backfilling non-professional tasks for first responders deployed on exercise planning and implementation, providing simulated victims, media, and members of the public; supporting surge capacity functions; and participating in the after-action review.

5.1 -- CDC Public Health Emergency Preparedness Cooperative Agreement Exercise requirement. MMRS jurisdictions, in coordination with regional, Urban Area and State exercise and public health officials, are expected to schedule, design, conduct, and evaluate mass casualty exercises that are in compliance with both FEMA and CDC exercise requirements and guidance.

6. Personnel Activities.

Hiring, overtime, and backfill expenses are allowable only to perform programmatic activities deemed allowable under existing guidance. Supplanting, however, is not allowed. There is no percentage cap for MMRS.

7. Construction and Renovation Activities.

Construction and renovation are not allowed under MMRS.

PART IX.

PROGRAM OVERVIEW: CITIZEN CORPS PROGRAM

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2008 Citizen Corps Program (CCP) funds provide resources for States and local communities to: 1) bring together the appropriate leadership to form and sustain a Citizen Corps Council; 2) develop and implement a plan or amend existing plans to achieve and expand citizen preparedness and participation; 3) conduct public education and outreach; 4) ensure clear alerts/warnings and emergency communications with the public; 5) develop training programs for the public, for both all-hazards preparedness and volunteer responsibilities; 6) facilitate citizen participation in exercises; 7) implement volunteer programs and activities to support emergency responders; 8) involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes; and 9) conduct evaluations of programs and activities.

A. Program Requirements.

All grant recipients must register their Citizen Corps Council on the Citizen Corps website (<http://www.citizencorps.gov>) and manage their program and contact information listed on the site.

1. State responsibilities. Citizen preparedness and participation must be coordinated by an integrated body of government and non-governmental representatives. States and local government recipients and sub-grantees of HSGP funds, including Urban Areas, must have such a body to serve as their Citizen Corps Council with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, medical services/public health, elected officials, the private sector (especially privately owned critical infrastructure), private non-profits, non-governmental organizations (including faith-based and community-based organizations), and advocacy groups for special needs populations. Representatives from existing Citizen Corps programs, to include Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch/USAonWatch, Fire Corps, and Affiliates should also be included on these Citizen Corps Councils. Furthermore, Citizen Corps Councils should include a representative from the Metropolitan Medical Response System (MMRS) where one exists.

Senior Advisory Committees (SACs) and Urban Area Working Groups (UAWGs) may serve as Citizen Corps Councils if the appropriate representatives are members, to include the State/UASI Citizen Corps Program Manager(s) and non-governmental members. SAAs must coordinate all citizen involvement in emergency preparedness,

planning, mitigation, response, and recovery funded with any source of HSGP funds with the State agency currently responsible for the administration of Citizen Corps. A listing of current State Citizen Corps Program Managers is available by visiting <http://www.citizencorps.gov/councils/> and selecting “State Citizen Corps Program Managers.”

State Citizen Corps Program Managers must also continue to provide program management via the administrative section of the Citizen Corps website, <http://www.citizencorps.gov>, to include managing the approval process for local Citizen Corps Councils, CERT programs, managing administrative section passwords for local users, and managing calendar events, subscribers, and e-mails to local Councils.

The community preparedness section(s) of State homeland security strategies, policies, guidance, plans (including EOPs, the State Preparedness Report, and Investment Justifications), and evaluations must be reviewed by the body serving as the State Citizen Corps Council and must include considerations for government/non-governmental collaboration, and community preparedness and participation, including citizen involvement in preparedness and response. Non-governmental representatives are expected to evaluate most closely the functional areas of warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and non-governmental resource integration (goods and personnel) to support each Emergency Support Function in the EOP.

2. Reporting requirements. The SAA must coordinate the financial, programmatic, and administrative issues relating to the Citizen Corps mission with the State Citizen Corps Program Manager. Furthermore, the SAA must share the community preparedness information submitted in the state’s BSIR with the State Citizen Corps Program Manager. The State Citizen Corps Program Manager must also participate in the FEMA required monitoring process.

B. Authorized Program Expenditures.

This section provides guidance on the types of expenditures that are allowable under the CCP. Please refer to Appendix B for a summary of authorized CCP expenditures.

1. Planning Activities.

Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, HSGP funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on

government/non-governmental collaboration, citizen preparedness, and volunteer participation

- Developing and implementing a community preparedness strategy for the State/local jurisdiction

The community preparedness section(s) of State homeland security strategies, policies, guidance, plans (including EOPs, the State Preparedness Report, and Investment Justifications), and evaluations must be reviewed by the body serving as the State Citizen Corps Council and must include considerations for citizen preparedness and volunteer participation.

1.1 -- Public education/outreach.

Citizen Corps Councils may develop or reproduce public education and outreach materials to: increase citizen preparedness (to include the DHS Ready Campaign materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and systems for public alerts/warnings. Public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.

Allowable expenditures include:

- Media campaigns: PSAs, camera-ready materials, website support, newsletters
- Outreach activities and public events: booth displays; event backdrops or signs; displays and demonstrations; and informational materials such as brochures/flyers
- Promotional materials: pins, patches, magnets, clothing/headwear. Expenditures for promotional items must not exceed 15 percent of the total Citizen Corps Program allocation.

All materials must include the national or jurisdiction's Citizen Corps logo, tagline and website or the Ready logo, tagline, and website and comply with logo standards. For more information go to https://www.citizencorps.gov/pdf/logo_guide.pdf

1.2 -- Citizen participation - Volunteer programs and disaster response support.

Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts. Examples include:

- Recruiting, screening, and training volunteers (e.g., background checks)
- Retaining, recognizing, and motivating volunteers
- Purchasing, maintaining, or subscribing to a system to track volunteers (in compliance with applicable privacy laws), to include identification and credentialing systems, and to track volunteer hours

- Evaluating volunteers

2. Organizational Activities.

Organization activities supported with CCP funding are limited to 25 percent of the grantee's CCP funding.

3. Equipment Activities.

States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at <http://www.rkb.us>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. CCP funding is not intended for equipment to be used by uniformed emergency responders, except to support training for citizens. Examples of equipment used to support training for citizens includes such items as burn pans or sample volunteer response kits.

Expenditures for kits used in volunteer response (e.g. CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification are those items that volunteers are required to wear when engaging in public safety activities (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members).

4. Training Activities.

Training funded with these grants can include all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

Funding for CERT training includes the delivery of the CERT basic training to volunteers, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer training. The training must include the topics, be instructor-led and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for delivery of basic training consistent with the 20-hour CERT curriculum. There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT basic training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, or Teen CERT Train-the-Trainer courses.

Training should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and special needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Jurisdictions are also encouraged to incorporate non-traditional methodologies such as the Internet, distance learning, home study, and to leverage existing training provided via educational/professional facilities. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2008 Citizen Corps Program funding.

5. Exercise Activities.

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, or national level, to include the Top Officials Exercise (TOPOFF).

6. Personnel Activities.

Hiring, overtime, and backfill expenses are allowable only to perform programmatic activities allowable under existing guidance. Supplanting, however, is not allowed. There is no percentage cap for CCP.

7. Construction and Renovation Activities.

Construction and renovation is not allowed under CCP.

APPENDIX A.
**METROPOLITAN STATISTICAL AREAS (MSAs) QUERIED FOR
UASI RISK METHODOLOGY DETERMINATIONS**

Pursuant to changes required by the 9/11 Act, eligible FY 2008 UASI candidates were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by the U.S. Office of Management and Budget. MSAs are used by DHS to determine eligibility for participation in the program. Page Nine shows a table of Urban Areas selected for possible FY 2008 funding. The following table lists the MSAs queried as part of the overall risk methodology. Urban Area Working Groups (UAWGs) must continue to take a regional approach to membership but are not required to expand or contract existing Urban Area participation to conform to MSA composition as a result of this legislative change. Detailed information on MSAs is publicly available from the U.S. Census Bureau at <http://www.census.gov/population/www/estimates/metrodef.html>.

Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried. MSA jurisdictions queried in the risk methodology, who are not current members of the UASI's Urban Area Working Group (UAWG), are strongly encouraged to coordinate and participate with the UAWG. Likewise, UAWG's are strongly encouraged to regularly coordinate and include those MSAs for participation and funding who have not historically been members of the UASI.

Metropolitan Statistical Areas Queried for UASI Determinations

FY 2008 Tier I Urban Areas 7 Urban Areas	
(CA) Los Angeles-Long Beach-Glendale Area, CA	(NJ) Newark-Edison Area, NJ-PA
(CA) San Francisco-San Jose-Bay Area, CA	(NY) New York-Long Island Area, NY-NJ
(DC) Washington-Arlington-Alexandria Area, DC-VA-MD-WV	(TX) Houston-Sugar Land-Baytown Area, TX
(IL) Chicago-Naperville-Joliet Area, IL-IN-WI	
FY 2008 Tier II Urban Areas 53 Urban Areas	
(AZ) Phoenix-Mesa-Scottsdale Area, AZ	(NV) Las Vegas-Paradise Area, NV
(AZ) Tucson Area, AZ	(NY) Albany-Schenectady-Troy Area, NY
(CA) Riverside-San Bernardino-Ontario Area, CA	(NY) Buffalo-Niagara Falls Area, NY
(CA) Sacramento--Arden-Arcade--Roseville Area, CA	(NY) Rochester Area, NY
(CA) San Diego-Carlsbad-San Marcos Area, CA	(NY) Syracuse Area, NY
(CA) Santa Ana-Anaheim-Irvine Area, CA	(OH) Cincinnati-Middletown Area, OH-KY-IN
(CO) Denver-Aurora Area, CO	(OH) Cleveland-Elyria-Mentor Area, OH
(CT) Bridgeport-Stamford-Norwalk Area, CT	(OH) Columbus Area, OH
(CT) Hartford-West Hartford-East Hartford Area, CT	(OH) Toledo Area, OH
(FL) Fort Lauderdale-Broward-Palm Beach Area, FL	(OK) Oklahoma City Area, OK
(FL) Jacksonville Area, FL	(OR) Portland-Vancouver-Beaverton Area, OR-WA
(FL) Miami-Miami Beach-Kendall Area, FL	(PA) Philadelphia-Camden-Wilmington Area, PA-NJ-DE-MD
(FL) Orlando-Kissimmee Area, FL	(PA) Pittsburgh Area, PA
(FL) Tampa-St. Petersburg-Clearwater Area, FL	(PR) San Juan-Caguas-Guaynabo Area, PR
(GA) Atlanta-Sandy Springs-Marietta Area, GA	(RI) Providence-New Bedford-Fall River Area, RI-MA
(HI) Honolulu Area, HI	(TN) Memphis Area, TN-MS-AR
(IN) Indianapolis-Carmel Area, IN	(TN) Nashville-Davidson--Murfreesboro Area, TN
(KY) Louisville-Jefferson County Area, KY-IN	(TX) Austin-Round Rock Area, TX
(LA) Baton Rouge Area, LA	(TX) Dallas-Fort Worth-Arlington Area, TX
(LA) New Orleans-Metairie-Kenner Area, LA	(TX) El Paso Area, TX
(MA) Boston-Cambridge-Quincy Area, MA-NH	(TX) San Antonio Area, TX
(MD) Baltimore-Towson Area, MD	(UT) Salt Lake City Area, UT
(MI) Detroit-Warren-Livonia Area, MI	(VA) Richmond Area, VA
(MN) Minneapolis-St. Paul-Bloomington Area, MN-WI	(VA) Virginia Beach-Norfolk-Newport News Area, VA-NC
(MO) Kansas City Area, MO-KS	(WA) Seattle-Tacoma-Bellevue Area, WA
(MO) St. Louis Area, MO-IL	(WI) Milwaukee-Waukesha-West Allis Area, WI
(NC) Charlotte-Gastonia-Concord Area, NC-SC	

* Alphabetical placement does not equate to funding allocation.

APPENDIX B. AUTHORIZED ALLOWABLE COSTS

FY 2008 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2008 Programs*	FEMA			
	HSGP			
	SHSP	UASI	MMRS	CCP
*As of Publication				
Allowable Planning Costs				
Public education & outreach	Y	Y	Y	Y
Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports	Y	Y	Y	Y
Develop and enhance plans and protocols	Y	Y	Y	Y
Develop or conduct assessments	Y	Y	Y	Y
Establish, enhance, or evaluate Citizen Corps related volunteer programs	Y	Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y	Y	Y
Conferences to facilitate planning activities	Y	Y	Y	Y
Materials required to conduct planning activities	Y	Y	Y	Y
Travel/per diem related to planning activities	Y	Y	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y
Allowable Organizational Activities				
Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation)	Y	Y		
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared alert (up to 25 percent of the allocation)	Y	Y		
Hiring of full- or part-time staff or contractors for emergency management activities				Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 25 percent of the allocation)	Y	Y		
Allowable Equipment Categories				
Personal Protective Equipment	Y	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y		
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y
Interoperable Communications Equipment	Y	Y	Y	Y
Detection	Y	Y	Y	

Allowable Program Activities Current as of FY 2008 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA			
	HSGP			
	SHSP	UASI	MMRS	CCP
Decontamination	Y	Y	Y	
Medical	Y	Y	Y	Y
Power	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y	
CBRNE Incident Response Vehicles	Y	Y	Y	Y
Terrorism Incident Prevention Equipment	Y	Y		
Physical Security Enhancement Equipment	Y	Y		
Inspection and Screening Systems	Y	Y	Y	
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y	Y	
CBRNE Prevention and Response Watercraft	Y	Y		
CBRNE Aviation Equipment	Y	Y	Y	
CBRNE Logistical Support Equipment	Y	Y	Y	Y
Intervention Equipment	Y	Y		
Other Authorized Equipment	Y	Y	Y	Y
Allowable Training Costs				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Supplies	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y
Other items	Y	Y	Y	Y
Allowable Exercise Related Costs				
Design, Develop, Conduct and Evaluate an Exercise	Y	Y	Y	Y
Exercise planning workshop	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	Y	Y	Y	Y
Implementation of HSEEP	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Supplies	Y	Y	Y	Y
Other items	Y	Y	Y	Y
Allowable Management & Administrative Costs				
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y	Y	Y

Allowable Program Activities Current as of FY 2008 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA			
	HSGP			
	SHSP	UASI	MMRS	CCP
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y
Travel	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y

APPENDIX C.

HSGP ALLOWABLE EXPENSES: ADDITIONAL INFORMATION

A. Overview.

The following provides guidance on allowable costs within Planning, Training, and Exercise activities. ***Planning, Training, and Exercise activity examples specific towards law enforcement terrorism prevention and protection are identified beginning on page C-11.***

1. Planning Activities Information.

The *FY 2008 HSGP Guidance and Application Kit* defines four broad categories of allowable planning costs. Following are examples for each of the categories.

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the National Preparedness Guidelines
 - Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
 - Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
 - Establishing or enhancing mutual aid agreements
 - Developing communications and interoperability protocols and solutions
 - Conducting local, regional, and Tribal program implementation meetings
 - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
 - Designing State and local geospatial data systems
 - Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness
 - Preparing materials for the State Preparedness Report (SPR)
- Developing related terrorism prevention activities including:
 - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
 - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center

- o Developing and planning for information/intelligence sharing groups
 - o Hiring contractors and consultants to make recommendations on the development of a fusion center
 - o Integrating and coordinating private sector participation with fusion center activities
 - o Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
 - o Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
 - o Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps volunteer programs and other activities to strengthen citizen participation
 - o Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
 - o Multi-Jurisdiction Bombing Prevention Plans (MJBPP)⁵
 - o Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
 - o Developing or enhancing EOPs and operating procedures
 - o Developing terrorism prevention/deterrence plans
 - o Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - o Developing or enhancing border security plans
 - o Developing or enhancing cyber security plans
 - o Developing or enhancing cyber risk mitigation plans
 - o Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans

⁵ The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive device recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing or enhancing evacuation plans
- Developing or enhancing citizen surge capacity
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- Designing and developing State and local geospatial data systems
- Developing or conducting assessments, including but not limited to:
 - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
 - Developing border security operations plans in coordination with CBP
 - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
 - Updating and refining threat matrices
 - Conducting cyber risk and vulnerability assessments
 - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
 - Conducting Bombing Prevention Capability Analysis
 - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines

- (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- o Activities that directly support the identification of pre-designated temporary housing sites
 - o Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
 - o Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
 - o Soft target security planning (public gatherings)

A. Training Information and Requirements.

1. Training Information Reporting System (“Web-Forms”). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/Territory TPOC with the reporting of State and Federal sponsored training information. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.

2. Types of training. FEMA facilitates a number of different training sources:

- **FEMA Provided Training:** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by FEMA. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), National Emergency Training Center (National Fire Academy and the Emergency Management Institute), and FEMA Training Partners funded through the Continuing and Demonstration Training grant programs.
- **Training Not Provided by FEMA:** These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.
- **State Sponsored Courses:** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Approved State Sponsored Course Catalog:** This catalog lists State/Territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.
- **Federal Sponsored Courses:** This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA.
- **Approved Federal Sponsored Course Catalog:** This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been

approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.

a. FEMA Provided Training. FEMA funds the direct delivery of a variety of classes that States can request to meet training needs. These classes are listed in the FEMA approved course catalog listed at http://www.firstrespondertraining.gov/odp_webforms.

Each FEMA Training Partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the Training Partner can continue to offer the classes to the States through one of two methods—the Cooperative Training Outreach Program (CO-OP) or the Excess Delivery Acquisition Program (EDAP).

The FEMA CO-OP has been reworked and renamed as the Voluntary Training Enhancement Program (VTEP). VTEP is a voluntary program designed to increase flexibility for States and Territories while enhancing FEMA’s training delivery capability and complementing the current training partner pool. Funding from previous fiscal years **may** be used to support a State, Territory, or Urban Area’s implementation of this program.

EDAP allows a FEMA Training Partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. This cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

b. Attending Training Not Provided by FEMA (State or Federal Sponsored Courses). States, Territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction’s EOP and Strategy of preparing State and local personnel or citizens to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.

States, Territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by FEMA, but supported with HSGP funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. States, Territories, and Urban Areas intending to use FEMA funds to support attendance at training not provided by FEMA must ensure these courses:

- Fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism and catastrophic events
- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comport with the State, Territory, or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*
- Address specific capabilities and related tasks articulated in the September 2006 version of the TCL, available through LLIS
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

In support of the continuing efforts to build common catalogs of approved training not provided by FEMA, the SAA/TPOC will be allowed three deliveries of the same course within a State/Territory before the course is required to go through the FEMA State course review and approval process. Additional course deliveries will be authorized during the review period. However, if the course is disapproved as part of the process, no additional FEMA funds can be dedicated to attending the course.

c. State and Federal-Sponsored Course Catalogs. Courses approved by FEMA will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/Territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the FEMA Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at http://www.firstrespondertraining.gov/odp_webforms. FEMA will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment.
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication

of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the FEMA Strategy for Blended Learning and access the Responder Training Development Center available at <http://www.firstrespondertraining.gov/admin>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. FEMA will conduct periodic reviews of all State, Territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

States and Territories are required to conduct an annual Training and Exercise Plan Workshop to identify key priorities and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises discussion in Appendix C.

3. Allowable Training Costs.

Allowable training-related costs include, but are not limited to, the following:

- **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time

(e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in an information bulletin issued in October 2006.

C. Exercise Requirements.

1. Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (T&EPW). A Multi-year Training and Exercise Plan must be produced from the T&EPW and submitted to the State's respective Exercise Manager and Preparedness Officer. This plan must be updated annually.

The Training and Exercise Plan will include the State's training and exercise priorities, associated capabilities, and a multi-year training and exercise schedule. The schedule must be submitted within 60 days of the workshop and should reflect all exercises that are being conducted throughout the State. All scheduled exercises must be entered through the National Exercise Schedule (NEXS) Application, which is located on the HSEEP website. A template of the Multi-year Training and Exercise Plan can be found in HSEEP Volume IV.

States must complete a cycle of exercise activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

2. Exercise Scenarios. The scenarios used in HSGP-funded exercises must be based on the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size, as defined by the National Response Framework.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

3. Models, Simulations and Games (MS&G). Grantees who wish to expend funds on models, simulations, or games (MS&G) must consult with *“Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III,”* which provides an overview and analysis of existing models, simulations, and games. Grantees can also consult with the MS&G Decision Support System, which automates the aforementioned report into a searchable database. Both the report and system are available through the HSEEP website.

4. Special Event Planning. If a State or Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for that event. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

5. Exercise Evaluation. All exercises will be performance-based and evaluated. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to FEMA within 60 days, following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through Exercise Evaluation Guides (EEGs) found in HSEEP Volume IV. All applicants are encouraged to use the Lessons Learned Information Sharing System (LLIS.gov) as a source for lessons learned and to exchange best practices.

6. Self-Sustaining Exercise Programs. States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

7. Role of Non-Governmental Entities in Exercises. Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State and local jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s).

D. Allowable Exercise Costs.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable (see above). Fringe benefits on overtime hours are limited to FICA, Workers' Compensation and Unemployment Compensation.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, refreshments, gasoline, exercise signs, badges, etc.

E. Unauthorized Exercise Costs.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

F. Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

Planning Activity Examples

Establishment / Enhancement of Fusion Centers

- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of the fusion center

Other Allowable Planning Activity Examples

- Conducting point vulnerability analyses and assessments
- Soft target security planning (public gatherings)
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.
- Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Designing and developing State and local geospatial data systems
- Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- Integrating and coordinating private sector participation with fusion center activities

Training Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

Establishment / Enhancement of Fusion Centers

Grant funds may be used to support intelligence analyst training in the following manners:

- **Participation in DHS approved intelligence analyst training:** States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of this guidance document. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at http://www.firstrespondertraining.gov/odp_webforms.
- **Limited participation in non-FEMA approved intelligence analyst training:** States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of this guidance document.

A certificate of completion of all intelligence analyst training must be on file with the SAA and must be made available to Preparedness Officers upon request upon the hiring of personnel.

Additional Allowable Training Activities

Allowable costs include training courses that focus on:

- Building information sharing capacities (especially among law enforcement, non-law enforcement, other government agencies, and the private sector)
- Methods of target hardening
- Facility law enforcement security personnel, to include facilities, vessels and ports
- CBRNE, agriculture, and cyber threats
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Cyber/agriculture/food security threats recognition and protective measures training
- Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- Joint training with other homeland security entities (e.g., U.S. Secret Service,

CBP)

- Use of interoperable communications equipment
- Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

Exercise Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework.
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- “Red Team” (force on force) exercises
- Interoperable communications exercises
- Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

APPENDIX D. INVESTMENT JUSTIFICATION

A. Investment Justification Overview.

As part of the FY 2008 HSGP application process, applicants must develop a formal Investment Justification that addresses each initiative being proposed for funding. These Investment Justifications must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in this application kit.

For new Urban Areas, Investment Justification technical assistance is available; please consult your SAA for requesting assistance services from FEMA.

Applicants may propose up to 15 investments within their Investment Justification, including multi-applicant Investments that support regional initiatives. States, Territories, and Urban Areas are **required** to use the web-based Investment Justification submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2008 HSGP submission; the web-based Investment Justification submission module will be available on March 1, 2008 in the GRT. In the meantime, applicants may use the standalone, Word-based *Investment Planning Worksheet* (or *Multi-Applicant Planning Worksheet* for multi-applicant Investments); the Worksheet is available at <http://www.fema.gov/grants> along with the overall FY 2008 HSGP guidance materials. Again, however, States, Territories, and Urban Areas are **required** to use the web-based Investment Justification submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2008 HSGP submission.

Specific instructions for submitting Investments are included in the following Appendix, *FY 2008 HSGP Application Requirements*, as well as in the *FY 2008 HSGP Investment Justification Reference Guide*.

B. Multi-Applicant Investments.

States, Territories, and Urban Areas may propose Multi-Applicant Investments, which represent a shared interest between two or more States and Territories, or a shared interest between two or more Urban Areas, as one (or more) of their 15 Investments submissions. Urban Areas cannot submit a Multi-Applicant Investment in partnership with the State in which they are located. Each participating State or Urban Area must outline the specific components of the Multi-Applicant Investment for which it would be responsible, and include that Investment in its own submission.

C. Investment Justification Questions and Scoring Criteria.

HSGP applicants must provide information in the following categories for each proposed Investment.

Investment Justification Outline

Question	Scoring Criteria
OVERALL	
<p>Overall Investment Justification Question: Describe your understanding of the spectrum of terrorism and natural hazard risks your State/Territory/Urban Area faces. Explain how this understanding influenced development of this Investment Justification.</p> <p>States applying for HSGP funding must also include a description of how they plan to allocate the grant funds to local units of government within 45 days of award.</p> <p>Management & Administrative Costs: Provide a brief overall summary of planned management and administrative (M&A) expenditures that support the implementation of the Investments proposed in this Investment Justification.</p>	<p>The information provided will be scored in terms of its contribution to setting context and its relationship to other questions.</p>
BASELINE	
<p>Investment Heading:</p> <ul style="list-style-type: none"> • State/Territory name • Urban Area name (if applicable) • Investment name • Total FY 2008 HSGP funding requested • Investment Phase – Ongoing or New • Multi-Applicant Investment – Yes or No 	<p>The information provided will be scored in terms of its contribution to setting context and its relationship to other questions.</p>
<p>I.A. Baseline – Previous Request Name and Funding: If the Investment was included in a previous HSGP request, please provide the name of the Investment and the total amount of HSGP funding that was dedicated to this Investment, if any.</p>	<p>The information provided will be scored in terms of its contribution to setting context and its relationship to other questions.</p>
<p>I.B. – Baseline – Purpose Statement: Describe, at a high-level, what activities will be implemented and what will be accomplished by this Investment.</p>	<p>The information provided will be scored in terms of its contribution to setting context and relationship to other questions.</p>

Question	Scoring Criteria
<p>I.C. Baseline – Description: Provide a summary description of the current state of this Investment, its objectives, and any outcomes that will be completed <u>prior</u> to the application of FY 2008 HSGP funds. Include in this description whether this is a new Investment or an Investment in maintenance/sustainment. Describe the capability gap(s) that this Investment is intended to address.</p>	<p>The information provided will be scored in terms of its contribution to setting context and its relationship to other questions.</p>
STRATEGY (15%)	
<p>II.A. Strategy – State Preparedness Report: Explain how this Investment supports Initiatives in the State Preparedness Report. Please reference relevant page numbers in the State Preparedness Report.</p>	<ul style="list-style-type: none"> • Response provides linkage between the Investment and Initiative from the State Preparedness Report • Response demonstrates how the Investment will contribute to reaching State Preparedness Report targets
<p>II.B. Strategy – Homeland Security Strategy goals and objectives: Explain how this Investment supports the State/Territory/Urban Area Homeland Security Strategy goals and objectives. Please reference relevant goal and objective numbers in the State/Territory/Urban Area Homeland Security Strategy.</p>	<ul style="list-style-type: none"> • Response provides linkage between the Investment and Homeland Security Strategy goals and objectives • Response demonstrates how the Investment will support the Homeland Security Strategy goals and objectives
<p>II.C. Strategy – Target Capabilities: From the drop-down boxes, select one primary and up to four secondary Target Capabilities that this Investment supports. For the primary Target Capability selected, provide an explanation of how it is supported by this Investment.</p>	<ul style="list-style-type: none"> • Explanation provides linkage between the Investment and primary Target Capability • Explanation demonstrates how the Investment will support the primary Target Capability
<p>II.D. Strategy – National Priorities: From the drop-down boxes, select the National Priority(ies) that this Investment supports; up to four may be selected.</p>	<p>The information provided will be scored in terms of its contribution to setting context and its relationship to other questions.</p>
FUNDING PLAN (10%)	

Question	Scoring Criteria
<p>III.A. Funding Plan: Provide the total estimated cost for the FY 2008 HSGP period of performance for this Investment by completing the following table:</p> <ul style="list-style-type: none"> • For each solution area that has an associated FY 2008 HSGP funds request, provide a brief summary of the planned expenditures (including personnel) • If this Investment uses other funding sources, identify the funding source and provide a brief summary of how those funds will be applied 	<ul style="list-style-type: none"> • Explanation references appropriate activities, services, or products for the solution area • Explanation describes how the requested HSGP funds will be used specifically towards this Investment
MILESTONES (10%)	
<p>III.B. Milestones: Provide descriptions for up to 10 milestones and the associated key activities that lead to the milestone event over the FY08 HSGP period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the <u>milestone event will occur</u>. Sustainment Investments must identify at least one milestone to describe maintenance and sustainment activities associated with the Investment.</p>	<ul style="list-style-type: none"> • Each response provides a clear description of the milestone, its associated activity, and start and end dates • Milestones collectively present a clear sequence of events that will allow the Investment to reach its objectives for this period of performance
PROJECT MANAGEMENT (25%)	
<p>III.C. Project Management: Describe the management team roles and responsibilities, governance structures, and subject matter expertise specifically required for this Investment.</p>	<ul style="list-style-type: none"> • Response describes, at a high-level, the roles and responsibilities of the management team, governance structures, and subject matter expertise required to manage the Investment • If the management team is the same as in other Investments, the response explains why this is appropriate
INVESTMENT CHALLENGES (5%)	
<p>III.D. Investment Challenges: List and describe up to three potential challenges to effective implementation of this Investment over the entire FY 2008 HSGP period of performance. For each identified challenge, provide a brief description of how the challenge will be mitigated, and indicate a probability of occurrence (high, medium, low), and level of impact should it occur (high, medium, low).</p>	<p>Response identifies the following:</p> <ul style="list-style-type: none"> • Investment challenge(s) • Mitigation strategy for each challenge listed • Probability of occurrence • Level of impact should the challenge occur
IMPACT (35%)	

Question	Scoring Criteria
<p>IV.A. Impact: What outputs and outcomes will indicate that this Investment is successful at the end of the FY 2008 HSGP period of performance?</p>	<ul style="list-style-type: none"> • Response identifies specific measurable outputs • Response identifies specific outcomes that will demonstrate the Investment’s impact on the applicant’s preparedness environment • Response describes how the outcomes will mitigate risks outlined in the Overall Investment Justification Question
<p>IV.B. Sustainability: What is the long-term approach to sustaining the capabilities created or enhanced by this Investment, or explain why this Investment will not be sustained?</p>	<ul style="list-style-type: none"> • Response describes how the capabilities created or enhanced by this Investment will be maintained/sustained long term, or • Response describes why the Investment will not be maintained/sustained long term

Question	Scoring Criteria
MULTI-APPLICANT INVESTMENT JUSTIFICATIONS (if applicable)	
<ul style="list-style-type: none"> • Are the capability gaps described in the <u>Baseline</u> response relevant to each other? Does the description indicate that multi-applicant collaboration is needed to effectively close the capability gaps? • Are the Investments' <u>Strategy</u> responses consistent? Are the Investments supporting similar Initiatives in the State Preparedness Reports? Are the Investments supporting similar State Homeland Security Strategy goals and objectives? Are the Investments supporting related Target Capabilities and National Priorities? • In the <u>Funding Plan</u>, is the amount of funds requested by each State/Urban Area consistent with the overall vision of the multi-applicant submission? Do the solution areas described address the same multi-applicant solution? • Do the <u>Milestones</u> in each Investment include milestones and associated activities that are conducted across States/Urban Areas? Do the milestones across the multi-applicant Investments align? • Does the <u>Project Management</u> plan consistently reference partner States/Urban Areas? Does the plan describe how the partners will be organized, and indicate who will have decision authority? • Do the <u>Investment Challenges</u> include challenges posed by coordinating across States/Urban Areas and their mitigation strategies? • Does the <u>Impact</u> response describe multi-applicant outputs, outcomes, and measures? • Does the <u>Sustainability</u> response include a strategy for continuing multi-applicant collaboration? 	<ul style="list-style-type: none"> • The degree to which the multi-applicant submission demonstrated collaboration between partners • The overall merit of the multi-applicant submission as a collective project that could not be accomplished by a single State or Urban Area.

APPENDIX E. FY 2008 HSGP APPLICATION REQUIREMENTS

A. Eligible Applicants and Role of State Administrative Agencies.

The Governor of each State and Territory is required to designate a State Administrative Agency (SAA) to apply for and administer the funds awarded under HSGP. *The SAA is the only entity eligible to formally apply for HSGP funds.* Applicants must accomplish two processes for final submittal this year:

1. The Department's Grants Reporting Tool (GRT) – <https://www.reporting.odp.dhs.gov>
2. The Administration's e-government <http://www.grants.gov> initiative.

Grantees must first complete their Investment Justifications in the GRT. After the Investment Justification application has been completed and 'submitted' in the GRT, grantees thereafter must apply through Grants.gov. The Grants.gov application must be received no later than 11:59 PM EDT, May 1, 2008. Please allow enough time on (or no later than) May 1, 2008 to (a) complete the Investment Justification in the GRT first and then thereafter (b) upload the required application materials (listed below) into <http://www.grants.gov>.

B. Grant Application Support from FEMA.

During the application period FEMA will identify multiple opportunities for a cooperative dialogue between the Department and applicants through such processes as the mid-term review. This commitment is intended to ensure a common understanding of the funding priorities and administrative requirements associated with the FY 2008 HSGP, and to help in submission of projects that will have the highest impact on reducing risks.

C. Application Requirements

1. GRT

The following steps must be completed ***first and foremost*** using the GRT.

The FY 2008 Investment Justification (IJ) for the Homeland Security Grant Program (HSGP) will be web-based. The SAA will submit State and Urban Area Investment Justifications through FEMA's GRT. In order to complete and submit this Investment Justification, applicants should direct their web browser to <https://www.reporting.odp.dhs.gov/>

On March 1, 2008, users will be directed to log into the GRT to begin their completion of the online Investment Justification. In order to begin, State and local users must have active GRT accounts and permission from their "SAA Admin" (as identified in the GRT) to edit and submit the online Investment

Justification. SAA Admin users are asked to grant permissions to all state and local users that need applicable access to the IJ Submission module. If you are an SAA responsible for the completion and submission of your Investment Justification and do not have a GRT account, please contact your Preparedness Officer. Once access has been granted, users may enter the IJ Submission module, via the GRT, and complete their online Investment Justification. Once finished, State and local users can mark their Investments 'complete' and notify their SAA Admin of their Investment status; the SAA Admin is then required to make the final submission to FEMA.

The purpose of this module is to provide users the ability to complete and submit their FY 2008 Investment Justification online and without the use of an excel template. A word worksheet has been provided to users so that they may begin completing their Investments prior to inputting the data into GRT. Users can create up to 15 Investments and will have the opportunity to designate one or more of those Investments as a Multi-Applicant Investment (based on a submitting partner). Upon completion of all Investments, SAA Admin users may submit their final online Investment Justification to FEMA. To complete the submission process, an official copy of the final Investment Justification must be submitted through Grants.gov. This official copy will be available through the GRT. More information on this process will be available with additional documentation on March 1, 2008.

A GRT IJ Submission technical user's guide will be available to all users on March 1, 2008. For programmatic questions, please refer to the programmatic reference guide or speak to your Preparedness Officer.

2. [.Grants.gov](http://Grants.gov)

The following steps must be completed using the on-line grants.gov system to ensure a successful application submission, however applicants should review the relevant program-specific sections of this Guidance for additional requirements that may apply.

3. **Application via grants.gov.** FEMA participates in the Administration's e-government initiative. As part of that initiative, all applicants must file their applications using the Administration's common electronic "storefront" -- grants.gov. Eligible SAAs must apply for funding through this portal, accessible on the Internet at <http://www.grants.gov>.
4. **Application deadline.** Completed Applications must be submitted to grants.gov no later than **11:59 PM EDT, May 1, 2008**.
5. **Valid Central Contractor Registry (CCR) Registration.** The application process also involves an updated and current registration by the applicant.

Eligible applicants must confirm CCR registration at <http://www.ccr.gov>, as well as apply for funding through grants.gov.

6. On-line application. The on-line application must be completed and submitted using grants.gov after CCR registration is confirmed. The on-line application includes the following required forms and submissions:

- Investment Justification Report from the Grants Reporting Tool (see Section 1 above for more information)
- Standard Form 424, Application for Federal Assistance
- Standard Form 424B Assurances
- Standard Form LLL, Disclosure of Lobbying Activities
- Standard Form 424A, Budget Information
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- For grantees with UASIs: an overview of the UAWG structure and a list of members and their associated jurisdictions
- Any additional Required Attachments

The program title listed in the Catalog of Federal Domestic Assistance (CFDA) is “*Homeland Security Grant Program*.” The CFDA number is **97.067**. When completing the on-line application, applicants should identify their submissions as new, non-construction applications.

7. Award Period of Performance. The period of performance is 36 months. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

8. DUNS number. The applicant must provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number with their application. This number is a required field within grants.gov and for CCR Registration. Organizations should verify that they have a DUNS number, or take the steps necessary to obtain one, as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS Number request line at (800) 333-0505.

9. State Preparedness Report. PKEMRA requires any State that receives Federal preparedness assistance to submit a State Preparedness Report to DHS. For FY 2008, the State Preparedness Report consolidates existing requirements into a single submission, including updates to the Nationwide Plans Review (NPR) Phase 1; development of the Program Evaluation Report, as required in FY 2007 HSGP; and updates to the State Program and Capability Enhancement Plan.

State Preparedness Reports must be submitted to DHS by March 31, 2008.

Receipt is a prerequisite for applicants to receive any FY 2008 DHS

preparedness grant funding. Although State Preparedness Reports will not be scored through the peer review process, they will be reviewed by panels to provide context.

State Preparedness Reports will be marked and handled as “For Official Use Only” due to the sensitive nature of the information contained in them. DHS has established a secure internet portal at <https://odp.esportals.com/> to receive and manage all State Preparedness Reports in order to safeguard them and any information identifying potential shortcomings.

10. Single Point of Contact (SPOC) review. Executive Order 12372 requires applicants from State and local units of government or other organizations providing services within a State to submit a copy of the application to the State SPOC, if one exists, and if this program has been selected for review by the State. Applicants must contact their State SPOC to determine if the program has been selected for State review. Executive Order 12372 can be referenced at <http://www.archives.gov/federal-register/codification/executive-order/12372.html>.

11. Standard financial requirements.

11.1 -- Non-supplanting certification. This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11.2 -- Assurances. Assurances forms (SF-424B and SF-424D) can be accessed at http://www07.grants.gov/agencies/approved_standard_forms.jsp. It is the responsibility of the recipient of the Federal funds to understand fully and comply with these requirements. Failure to comply may result in the withholding of funds, termination of the award or other sanctions. The applicant will be agreeing to these assurances upon the submission of the application.

11.3 -- Certifications regarding lobbying, debarment, suspension, other responsibility matters and the drug-free workplace requirement. This certification, which is a required component of the on-line application, commits the applicant to compliance with the certification requirements under 44 CFR part 17, *Government-wide Debarment and Suspension (Non-procurement)* and *Government-wide Requirements for Drug-Free Workplace (Grants)*; 44 CFR part 18, *New Restrictions on Lobbying*. All of these can be referenced at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html

Having met all application requirements, applications will be evaluated through the peer review process for completeness, adherence to programmatic guidelines, feasibility,

and how well the proposed Investment addresses the identified need(s) or capability shortfall(s). The Investment Justification requires narrative on strategic alignment, funding plan, milestones, project management, potential challenges, impact, and sustainability for each proposal. This information will be used to evaluate the anticipated effectiveness of all proposed Investments. Investment Justification questions and scoring criteria are included in Appendix D.

12. Technology requirements.

12.1 -- National Information Exchange Model (NIEM). FEMA requires all grantees to use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) for all HSGP awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

12.2 --Geospatial Guidance. Geospatial technologies capture, store, analyze, transmit, and/or display location-based information (i.e., information that can be linked to a latitude and longitude). FEMA encourages grantees to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

12.3 -- 28 C.F.R. Part 23 guidance. FEMA requires that any information technology system funded or supported by HSGP funds comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

13. Administrative requirements.

13.1 -- Freedom of Information Act (FOIA). FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

13.2 -- Protected Critical Infrastructure Information (PCII). The PCII Program, established pursuant to the Critical Infrastructure Information Act of 2002 (CII Act), created a new framework, which enables State and local jurisdictions and members of the private sector voluntarily to submit sensitive information regarding critical infrastructure to DHS. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information.

PCII accreditation is formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS encourages all SAAs to pursue PCII accreditation to cover their state government and attending local government agencies. Accreditation activities include signing an MOA with DHS, appointing a PCII Officer, and implementing a self-inspection program. For additional information about PCII or the accreditation process, please contact the DHS PCII Program Office at pcii-info@dhs.gov.

13.3 -- Compliance with Federal civil rights laws and regulations. The grantee is required to comply with Federal civil rights laws and regulations. Specifically, the grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

- *Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.* – no person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. More information can be found at <http://usinfo.state.gov/usa/infousa/laws/majorlaw/civilr19.htm>.
- *Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794* – no qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance. More information can be found at <http://www.section508.gov/index.cfm?FuseAction=Content&ID=15>.
- *Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.* – discrimination on the basis of sex is eliminated in any education program or activity receiving Federal financial assistance. More information can be found at <http://www.usdoj.gov/crt/cor/coord/titleix.htm>.
- *The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.* – no person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity receiving Federal financial assistance.

Grantees must comply with all regulations, guidelines, and standards adopted under the above statutes. The grantee is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations.

13.4 -- Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see <http://www.lep.gov>.

13.5 -- Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial from FEMA. In addition, Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

- **Guidelines for Accommodating Individuals with Disabilities in Disaster:** The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field. The Guidelines are available at <http://www.fema.gov/oer/reference/>.

- **Disability and Emergency Preparedness Resource Center:** A web-based “Resource Center” that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities. The “Resource Center” is available at <http://www.disabilitypreparedness.gov>.
- *Lessons Learned Information Sharing (LLIS)* resource page on **Emergency Planning for Persons with Disabilities and Special Needs:** A true one-stop resource shop for planners at all levels of government, non-governmental organizations, and private sector entities, the resource page provides more than 250 documents, including lessons learned, plans, procedures, policies, and guidance, on how to include citizens with disabilities and other special needs in all phases of the emergency management cycle.

LLIS.gov is available to emergency response providers and homeland security officials from the local, state, and federal levels. To access the resource page, log onto <http://www.LLIS.gov> and click on *Emergency Planning for Persons with Disabilities and Special Needs* under *Featured Topics*. If you meet the eligibility requirements for accessing Lessons Learned Information Sharing, you can request membership by registering online.

13.6 -- Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the FY 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

- None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

13.7 -- Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation’s water, air, coastal, wildlife, agricultural, historical, and

cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations.

The grantee shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

For certain types of projects, FEMA must consult with other Federal and state agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other agencies and organizations responsible for protecting natural and cultural resources. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects.

Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts. Grantees may use HSGP funds toward the costs of preparing such documents and/or implementing treatment or mitigation measures. Failure of the grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

For more information on FEMA's EHP requirements, SAAs should refer to FEMA's Information Bulletin #271, *Environmental Planning and Historic Preservation Requirements for Grants*.

APPENDIX F.

AWARD AND REPORTING REQUIREMENTS

Prior to the transition to FEMA, the former Office of Grants and Training preparedness programs followed The Department of Justice's codified regulations, 28 CFR and the OGO Financial Management Guide. The former Office of Grants and Training is now within FEMA and all preparedness programs will follow FEMA's codified regulations, 44 CFR.

A. Grant Award and Obligation of Funds.

Upon approval of an application, the grant will be awarded to the grant recipient. The date that this is done is the “award date.”

Awards made to SAAs for the HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the States to make funds available to units of local governments, combinations of local units, or other specific groups or organizations. The State’s pass-through period must be met within 45 days of the award date for the HSGP⁶. Four requirements must be met to pass-through grant funds:

- There must be some action to establish a firm commitment on the part of the awarding entity.
- The action must be unconditional (i.e., no contingencies for availability of SAA funds) on the part of the awarding entity.
- There must be documentary evidence of the commitment.
- The award terms must be communicated to the official grantee.

The period of performance is 36 months. Any unobligated funds will be deobligated at the end of this period. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

B. Post Award Instructions.

The following is provided as a guide for the administration of awards. Additional details and requirements may be provided to the grantee in conjunction with finalizing an award.

⁶ For purposes of the FY 2008 HSGP, receipt of funds means the date on which funds are available for expenditure (e.g., all special conditions prohibiting obligation, expenditure and draw down have been removed).

1. Review award and special conditions document. Notification of award approval is made by e-mail through the Grants Management System (GMS). Once an award has been approved, a notice is sent to the e-mail address of the individual who filed the application, as well as to the authorized grantee official. Follow the directions in the notification email and log into GMS to access the award documents. The authorized grantee official should carefully read the award and special condition documents. If you do not receive a notification e-mail, please contact your Preparedness Officer for your award number. Once you have the award number, contact the GMS Help Desk at (888) 549-9901, option 3 to obtain the username and password associated with the new award.

If you agree with the terms and conditions, the authorized grantee official should sign and date both the original and the copy of the award document page in Block 19 and initial the special conditions page(s). Retain a copy and fax the documents to (202) 786-9905 Attention: Control Desk or send the original signed documents to:

**U.S. Department of Homeland Security/FEMA
Grant Programs Directorate/Control Desk 4th Floor, TechWorld
500 C St., SW
Washington, DC 20472**

If you do not agree with the terms and conditions, contact the Preparedness Officer named in the award package.

2. Complete and return form SF1199A . The SF1199A Direct Deposit Sign-up Form is used to set up direct deposit for grant payments. The SF1199A form can be found at: <http://www.fema.gov/government/grant/administration.shtm>.

NOTE: Please include your vendor number in Box C of the SF1199A form.

3 Access to payment systems. Grantees under this solicitation will use FEMA's online Payment and Reporting System (PARS) to request funds. The website to access PARS is https://isource.fema.gov/sf269/execute/Login?sawContentMessage=true_. Questions regarding payments or how to access PARS should be directed to the FEMA Call Center at (866) 927-5646 or sent via e-mail to ask-OGO@dhs.gov.

4. Reporting requirements. Reporting requirements must be met throughout the life of the grant (refer to the program guidance and the special conditions found in the award package for a full explanation of these requirements. Please note that PARS contains edits that will prevent access to funds if reporting requirements are not met on a timely basis.

5. Questions about your award? A reference sheet is provided containing frequently asked financial questions and answers. Questions regarding your grant should be directed to the FEMA Call Center at (866) 927-5646 or sent via e-mail to ask-OGO@dhs.gov.

Note: If you have any questions about GMS, need to establish a GMS account, or require technical assistance with accessing your award, contact the GMS Help Desk at (888) 549-9901.

C. Drawdown and Expenditure of Funds.

Following acceptance of the grant award and release of any special conditions withholding funds, the grantee can drawdown and expend grant funds through PARS.

Grant recipients should request funds based upon immediate disbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated. Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements to be made immediately or within a few days. Grantees may elect to draw down funds up to 120 days prior to expenditure/ disbursement. FEMA strongly encourages recipients to draw down funds as close to expenditure as possible to avoid accruing interest.

Funds received by grantees must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Sub-awards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations (formerly OMB Circular A-110). These regulations further provide that entities are required to promptly, but at least quarterly, remit interest earned on advances to:

**United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852**

The grantee may keep interest earned, up to \$100 per fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned on all Federal grant program funds received.

Although advance drawdown requests are permissible, State grantees remain subject to the interest requirements of the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time Federal funds are credited to a State account until the time the State pays out the funds for program purposes.

D. Reporting Requirements.

1. Financial Status Report (FSR) -- required quarterly. Obligations and expenditures must be reported on a quarterly basis through the FSR, which is due

within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, FSR is due no later than April 30). A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FSR is due 90 days after the end date of the performance period.

FSRs **must be filed online** through the PARS.

Required submission: Financial Status Report (FSR) SF-269a (due quarterly).

2. Biannual Strategy Implementation Reports (BSIR) and Categorical Assistance Progress Report (CAPR). Following an award, the awardees will be responsible for providing updated obligation and expenditure information on a semi-annual basis. The applicable SAAs are responsible for completing and submitting the CAPR/BSIR reports. The BSIR submission will satisfy the narrative requirement of the CAPR. SAAs are still required to submit the CAPR with a statement in the narrative field that reads: See *BSIR*.

The BSIR and the CAPR are due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Updated obligations and expenditure information must be provided with the BSIR to show progress made toward meeting strategic goals and objectives. Future awards and fund drawdowns may be withheld if these reports are delinquent.

CAPRs must be filed online through the internet at <http://grants.ojp.usdoj.gov>. Guidance and instructions can be found at <https://grants.ojp.usdoj.gov/gmsHelp/index.html>.

Required submission: BSIR and CAPR (due semi-annually).

3. Exercise Evaluation and Improvement. Exercises implemented with grant funds should be threat- and performance-based and should evaluate performance of critical prevention and response tasks required to respond to the exercise scenario. Guidance on conducting exercise evaluations and implementing improvement is defined in the *Homeland Security Exercise and Evaluation Program (HSEEP) Volume II: Exercise Evaluation and Improvement* located at <http://www.fema.gov/government/grant/administration.shtm>. Grant recipients must report on scheduled exercises and ensure that an After Action Report (AAR) and Improvement Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to FEMA within 60 days following completion of the exercise.

The AAR documents the performance of exercise related tasks and makes recommendations for improvements. The IP outlines the actions that the exercising jurisdiction(s) plans to take to address recommendations contained in the AAR. Generally the IP, with at least initial action steps, should be included in the final AAR. FEMA is establishing a national database to facilitate the scheduling of exercises, the submission of the AAR/IPs and the tracking of IP implementation. Guidance on the development of AARs and IPs is provided in Volume II of the HSEEP manuals.

Required submissions: AARs and IPs (as applicable).

4. Financial and Compliance Audit Report. Recipients that expend \$500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accountability Office, *Government Auditing Standards*, located at <http://www.gao.gov/govaud/ybk01.htm>, and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, the Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2008 HSGP assistance for audit and examination purposes, provided that, in the opinion of the Secretary or the Comptroller, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller, through any authorized representative, access to, and the right to examine all records, books, papers or documents related to the grant.

The State shall require that sub-grantees comply with the audit requirements set forth in *OMB Circular A-133*. Recipients are responsible for ensuring that sub-recipient audit reports are received and for resolving any audit findings.

5. Federal Funding Accountability and Transparency Act. While there are no State and Urban Area requirements in FY 2008, the Federal Funding Accountability and Transparency Act of 2006 may affect State and Urban Area reporting requirements in future years. The Act requires the Federal government to create a publicly searchable online database of Federal grant recipients by January 1, 2008 with an expansion to include sub-grantee information by January 1, 2009.

6. National Preparedness Reporting Compliance. The Government Performance and Results Act (GPRA) requires that the Department collect and report performance information on all programs. For grant programs, the prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. FEMA anticipates using this information to inform future-year grant program funding decisions.

7. State Preparedness Report. Congress requires that States receiving FEMA-administered Federal preparedness assistance shall submit a State Preparedness Report to the Department on the State's level of preparedness by March 31, 2008, and annually thereafter. The report shall include: (1) an assessment of State compliance with the national preparedness system, NIMS, the NRP, and other related plans and strategies; (2) an assessment of current capability levels and a description of target capability levels; and (3) an assessment of resource needs to meet the National Preparedness Priorities, including an estimate of the amount of expenditures required to attain the Priorities and the extent to which the use of Federal assistance during the preceding fiscal year achieved the Priorities.

E. Monitoring.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

The recipient is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, and refunding expenditures disallowed by audits.

F. Grant Close-Out Process.

Within 90 days after the end of the award period, SAAs must submit a final FSR and final CAPR detailing all accomplishments throughout the project. After these reports have been reviewed and approved by FEMA, a Grant Adjustment Notice (GAN) will be completed to close out the grant. The GAN will indicate the project as being closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FSR. After the financial information is received and approved by GPD, the grant will be identified as "Closed by the Grant Programs Directorate."

Required submissions: (1) final SF-269a, due 90 days from end of grant period; and (2) final CAPR, due 90 days from the end of the grant period.

APPENDIX G. ADDITIONAL RESOURCES

This Appendix describes several resources that may help applicants in completing an HSGP application.

1. Centralized Scheduling & Information Desk (CSID) Help Line. The CSID is a non-emergency resource for use by emergency responders across the nation. CSID is a comprehensive coordination, management, information, and scheduling tool developed by DHS through FEMA for homeland security terrorism preparedness activities. The CSID provides general information on all FEMA Grant programs and information on the characteristics of CBRNE, agro-terrorism, defensive equipment, mitigation techniques, and available Federal assets and resources.

The CSID maintains a comprehensive database containing key personnel contact information for homeland security terrorism preparedness programs and events. These contacts include personnel at the Federal, State and local levels. The CSID can be contacted at (800) 368-6498 or askcsid@dhs.gov. CSID hours of operation are from 8:00 am–6:00 pm (EST), Monday-Friday.

2. Grant Programs Directorate (GPD). FEMA GPD will provide fiscal support, including pre- and post-award administration and technical assistance, to the grant programs included in this solicitation.

For financial and administrative guidance, all state and local government grant recipients should refer to 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Institutions of higher education, hospitals, and other non-profit organizations should refer to 2 CFR Part 215 for the applicable uniform administrative requirements.

Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to ask-OGO@dhs.gov.

3. GSA's Cooperative Purchasing Program. The U.S. General Services Administration (GSA) offers two efficient and effective procurement programs for State and local governments to purchase products and services to fulfill homeland security and other technology needs. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term, indefinite delivery, indefinite quantity, government-wide contracts with commercial firms of all sizes.

- Cooperative Purchasing Program
Section 211 of the E-Government Act of 2002, authorized GSA sales of Schedule 70 IT products and services to State and Local Governments through the introduction of Cooperative Purchasing. The Cooperative Purchasing program allows State and local governments to purchase from Schedule 70 (the Information Technology Schedule) and

the Consolidated Schedule (containing IT Special Item Numbers) **only**. Cooperative Purchasing is authorized by Federal law and was enacted when Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act.



Under this program, State and local governments have access to over 3,500 GSA Schedule contractors who have voluntarily modified their contracts to participate in the Cooperative Purchasing program. The U.S. General Services Administration provides a definition of State and local governments as well as other vital information under the frequently asked questions section on its website at <http://www.gsa.gov/cooperativepurchasing>.

- **Disaster Recovery Purchasing Program**

GSA plays a critical role in providing disaster recovery products and services to Federal agencies. Now State and Local Governments can also benefit from the speed and savings of the GSA Federal Supply Schedules. Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007(Public Law 109-364) amends 40 U.S.C. 502 to authorize the GSA to provide State and Local governments the use of ALL Federal Supply Schedules of the GSA for purchase of products and services to be used to *facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to facilitate **recovery** from terrorism or nuclear, biological, chemical, or radiological attack.*

In the aftermath of emergency events, State or local governments' systems may be disrupted. Thus, use of Federal Supply schedule contracts prior to these events to acquire products or services to be used to facilitate recovery is authorized. State or local governments will be responsible for ensuring that purchased products or services are to be used to facilitate recovery.

GSA provides additional information on the Disaster Recovery Purchasing Program website at <http://www.gsa.gov/disasterrecovery>.

State and local governments can find a list of eligible contractors on GSA's website, <http://www.gsa/library.gsa.gov>, denoted with a  or  symbol.

Assistance is available from GSA on the Cooperative Purchasing and Disaster Purchasing Program at the local and national levels. For assistance at the local level, visit <http://www.gsa.gov> to find the point of contact in your area. For assistance at the national level, contact Tricia Reed at patricia.reed@gsa.gov, (571) 259-9921. More information is available at <http://www.gsa.gov/cooperativepurchasing> and <http://www.gsa.gov/disasterrecovery>.

4. Exercise Direct Support. FEMA has engaged multiple contractors with significant experience in designing, conducting, and evaluating exercises to provide support to Regions, States, and local jurisdictions in accordance with State Homeland Security Strategies and the Homeland Security Exercise and Evaluation Program (HSEEP). Contract support is available to conduct a Training and Exercise (T&E) Plan Workshop

to develop a Multi-year T&E Plan and build or enhance the capacity of jurisdictions to design, develop, conduct, and evaluate effective exercises.

In FY 2008, support for planning and conduct of exercises has shifted in strategy from a State-focused approach, organized by National Preparedness Directorate Headquarters, to a regional (multi-State) approach, organized by the FEMA Regions, to more effectively integrate national, regional, territorial, tribal, State, and local preparedness exercises. At this time, the Regional Exercise Support Program will provide support for one discussion-based exercise (i.e., seminar, workshop or tabletop) and five operations-based (i.e. drills, functional exercises, full scale exercises) exercises within each of the 10 FEMA Regions. The Regional Exercise Support Program support is not limited to new exercise initiatives and can be applied to ongoing exercises to maintain continuity of existing planning schedules. State requests for support will be considered, however priority will be given to exercise initiatives that support collaboration within a Region.

Additional guidance on the Regional Exercise Support Program to include the application process, as well as information on the HSEEP, is available on the HSEEP website, <http://hseep.dhs.gov>.

5. Homeland Security Preparedness Technical Assistance Program. The Homeland Security Preparedness Technical Assistance Program (HSPTAP) provides technical assistance on a first-come, first-served basis (and subject to the availability of funding) to eligible organizations to enhance their capacity and preparedness to respond to CBRNE terrorist incidents. In addition to the risk assessment assistance already being provided, FEMA also offers a variety of other technical assistance programs.

More information can be found at <http://www.fema.gov/government/grant/>.

6. Lessons Learned Information Sharing (LLIS) System. LLIS is a national, online, secure website that houses a collection of peer-validated lessons learned, best practices, AARs from exercises and actual incidents, and other relevant homeland security documents. LLIS facilitates improved preparedness nationwide by providing response professionals with access to a wealth of validated front-line expertise on effective planning, training, equipping, and operational practices for homeland security.

The LLIS website also includes a national directory of responders and homeland security officials, as well as an updated list of homeland security exercises, events, and conferences. Additionally, LLIS includes online collaboration tools, including secure email and message boards, where users can exchange information. LLIS uses strong encryption and active site monitoring to protect all information housed on the system. The LLIS website is <https://www.llis.gov>.

8. Information Sharing Systems. FEMA encourages all State, regional, local, and Tribal entities using FY 2008 HSGP funding in support of information sharing and

intelligence fusion and analysis centers to leverage available Federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN). For additional information on LEO, contact the LEO Program Office at leoprogramoffice@leo.gov or 202-324-8833. For additional information on HSIN and available technical assistance, contact the HSIN Help Desk at (703) 674-3003.

EXHIBIT K

ATTACHMENT B

FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM

OCTOBER 2010



U.S. DEPARTMENT OF HOMELAND SECURITY

FISCAL YEAR 2009

HOMELAND SECURITY GRANT PROGRAM

GUIDANCE AND APPLICATION KIT

NOVEMBER 2008



U.S. DEPARTMENT OF HOMELAND SECURITY

Title of Opportunity: FY 2009 Homeland Security Grant Program (HSGP)

Funding Opportunity Number: DHS-09-GPD-067-1958

Federal Agency Name: FEMA Grant Programs Directorate (GPD)

Announcement Type: Initial

Dates: Completed applications must be submitted **no later than 11:59 PM EDT, March 20, 2009.**

Additional overview information: The Fiscal Year (FY) 2009 HSGP contains significant improvements based upon continued outreach to HSGP stakeholders and partners. In addition, the risk assessments that form the basis for eligibility under HSGP have been maintained and refined. Following are some of the key changes impacting FY 2009 HSGP as compared to previous year programs.

HSGP Priorities

Priorities for this year continue to further narrow the focus through the risk-based funding and the capability-based planning process that DHS began four years ago. FY 2009 HSGP will focus on the following objectives as its highest priorities.

Priorities for all programs in HSGP:

- Addressing Capability Requirements and Measuring Progress in Achieving the National Preparedness Guidelines
- National Priority: Strengthen Planning and Citizen Preparedness Capabilities - ***Strengthening Preparedness Planning***

SHSP Priorities:

- National Priority: Strengthen Information Sharing and Collaboration Capabilities - ***Maximizing Information Sharing via the National Network of Fusion Centers***
- National Priority: Strengthen Medical Surge and Mass Prophylaxis - ***Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities***

UASI Priorities:

- National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities - ***Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities***
- National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities - ***Strengthen Preventive Radiological/Nuclear Detection Capabilities***
- National Priority: Strengthen Information Sharing and Collaboration Capabilities - ***Maximizing Information Sharing via the National Network of Fusion Centers***

- National Priority: Strengthen Medical Surge and Mass Prophylaxis - ***Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities***

Law Enforcement Terrorism Prevention Activities Priorities:

- National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities - ***Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities***
- National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities - ***Strengthen Preventive Radiological/Nuclear Detection Capabilities***
- National Priority: Strengthen Information Sharing and Collaboration Capabilities - ***Maximizing Information Sharing via the National Network of Fusion Centers***

At least 25 percent of FY 2009 HSGP funding (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) must be collectively allocated to the Strengthening Preparedness Planning Priority noted above through planning, training and exercise activities (see Part I for additional information).

HSGP Allocation Methodology

In FY 2009, DHS is providing all States and Urban Areas with targeted allocations based on the Department's relative risk assessment in advance of the Investment Justifications for SHSP and UASI funding. The purpose of this information is to increase grantee program management effectiveness by identifying funding availability in the initial stages of the grant process as well as to increase grantee accountability. States and Urban Areas should focus their Investments based on the targeted allocation and submit applications for up to 110 percent of the targeted allocation. Subsequently, when determining the final allocation, DHS may increase or decrease the targeted SHSP and UASI allocations by up to 10 percent based on the results of the effectiveness analysis (see Part II for additional information).

Optional Cost Share

In FY 2009, there is an optional cost share that will provide a bonus in the effectiveness analysis (see Investment Justification Outline in Part IV.B for additional information).

Personnel Costs

As directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), all personnel and personnel-related costs, including those for intelligence analysts, are allowed up to 50 percent of SHSP and UASI funding without time limitation placed on the period of time that such personnel can serve under the grant. These guidelines are not retroactive to previous fiscal years of HSGP funding (see Part IV.E.4 for additional information).

Critical Emergency Supplies

In furtherance of DHS' mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under SHSP. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA's approval of a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning (see Part VI.B.5.13 for additional information).

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PART I.

FUNDING OPPORTUNITY DESCRIPTION

The Homeland Security Grant Program (HSGP) is comprised of four interconnected grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with potential terrorist attacks.

The purpose of this package is to provide: (1) an overview of the HSGP and (2) the formal grant guidance and application materials needed to apply for funding under the program. The package outlines DHS management requirements for implementation of a successful application. The package also reflects changes called for in the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53) (hereafter “9/11 Act”) and the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009* (Public Law 110-329).

Table 1 provides a quick overview of the programs included in FY 2009 HSGP.

Table 1. FY 2009 Homeland Security Grant Program Overview

FY 2009 HSGP	Program Overview
State Homeland Security Program (SHSP)	SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).
Urban Areas Security Initiative (UASI) Program	UASI program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

FY 2009 HSGP	Program Overview
<p>Metropolitan Medical Response System (MMRS) Program</p>	<p>The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. Successful MMRS grantees reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.</p>
<p>Citizen Corps Program (CCP)</p>	<p>The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.</p>

Federal Investment Strategy

The HSGP is an important part of the Administration’s larger, coordinated effort to strengthen homeland security preparedness. The HSGP implements objectives addressed in a series of post-9/11 laws, strategy documents, plans, and Homeland Security Presidential Directives (HSPDs).

DHS expects our State, local, and tribal partners – including recipients of HSGP grants – to be familiar with this national preparedness architecture and to incorporate elements of this architecture into their planning, operations and investments. Additional information may be found at:

<http://www.dhs.gov/xprepresp/publications>.

Funding Priorities

Based upon ongoing intelligence analysis, extensive security reviews, and Congressional direction, DHS has once again focused the bulk of its available grant dollars on risk-based investment. Risk will be evaluated at the Federal level using a risk analysis model developed by DHS in conjunction with other Federal entities.

Risk is defined as the product of three principal variables:

- *Threat* – the likelihood of an attack occurring
- *Vulnerability* – the relative exposure to an attack
- *Consequence* – the expected impact of an attack

The risk model used to allocate HSGP funds considers the potential risk of terrorism to people, critical infrastructure, and economic security to estimate the relative risk of terrorism faced by a given area. In evaluating risk, DHS considers the populations in a particular area that could be at risk, the concentration of people in the area, and specific characteristics of their location that might contribute to risk, such as Intelligence Community assessments of threat, proximity to nationally critical infrastructure, and the economic impact of an attack. In considering threat, DHS uses the Intelligence Community’s best assessment of areas of the country and potential targets most likely to be attacked. For vulnerability and consequence, DHS

considers the expected impact and consequences of successful attacks occurring in specific areas to people, the economy, nationally critical infrastructure, and national security facilities.

DHS places a very high priority on ensuring that all HSGP applications reflect robust regional coordination and demonstrate an investment strategy that institutionalizes regional integration. This priority is a core component in the Department's statewide grant programs and UASI.

HSGP Priorities

Priorities for this year continue to further narrow the focus through the risk-based funding and the capability-based planning process that DHS began four years ago. FY 2009 HSGP will focus on the following objectives as its highest priorities.

- 1. Addressing Capability Requirements and Measuring Progress in Achieving the National Preparedness Guidelines.** DHS will continue in FY 2009 to tie together the performance of preparedness programs (via grants, training, exercises, technical assistance, planning, etc.) with established priorities and objectives of the National Preparedness Guidelines, target capabilities, and joint Federal-State assessments. The preparedness cycle allows for adjustments based upon evolving risks and capabilities. The Target Capability List (TCL) Implementation Project is in the process of updating target capabilities into usable frameworks with performance classes and objectives to guide evaluations and assessments. The Comprehensive Assessment System (CAS) is under development to assess compliance with the broad national preparedness system as described under Subtitle C of the *Post-Katrina Emergency Management Reform Act of 2006* (Public Law 109-295) (PKEMRA), including NIMS, the NRF, the TCL, and the performance of training, exercises, and operations.

Measuring Progress: As part of the FY 2009 HSGP Investment Justifications, applicants are also asked to establish specific capability-based outcomes associated with all proposed Investments. Proposals should be aligned with the National Priorities of the National Preparedness Guidelines and must outline measurable outcomes that will be tracked and accomplished during implementation. Grantees should reference the TCL, dated September 2007, the supplemental Target Capability Implementation Frameworks, where appropriate, and applicable national plans and strategies to develop concrete, measurable outcomes, and milestones, while preserving the necessary flexibility to meet unique State and Urban Area operational requirements outlined in their SPR or Urban Area homeland security strategy. After funds are awarded, grantees are required to report on progress made toward achieving the identified outcomes for each Investment as part of the regular grant reporting process. Performance measure data submitted through grant reporting will be reviewed and validated through programmatic monitoring by DHS.

These outcomes should support both capability development and strategic, operational, and tactical-level planning. For interoperable emergency communications-related Investments, applicants should demonstrate how the outcomes support implementation of their respective Statewide Communication Interoperability Plan (SCIP) and align to the objectives of the National Emergency Communications Plan (NECP).¹ The outcomes should include a minimum number of quantitative and qualitative measures necessary to demonstrate achievement with regard to developing and enhancing health and medical readiness and preparedness capabilities. These measures should be drawn, where applicable, from the TCL and from supplemental Target Capability Implementation Frameworks.

2. National Priority: Strengthen Planning and Citizen Preparedness Capabilities.

Strengthening Preparedness Planning. This provision also supports the Planning Annex to HSPD-8, *National Preparedness*. State and local jurisdictions must engage in comprehensive national and regional planning processes that seek to enhance emergency management capabilities through strengthened national and regional relationships and the allocation of resources toward preparedness planning. As indicated in the Planning Annex, coordinated, comprehensive plans should be developed that cover prevention, protection, and response activities for specific planning scenarios.

In order to develop these plans, applicants are strongly encouraged to develop plans in a manner consistent with the principles and doctrine outlined in Comprehensive Preparedness Guide 101, *Producing Emergency Plans: A Guide for All-Hazard Operations Planning for State, territorial, Local and Tribal Governments (Interim)*.

However, within these plans, specific activities may be implemented in support of the following areas:

- **Linking operational needs identified in plans to resource allocation.** Applicants should use grant funds to institutionalize a capabilities-based planning process that defines, documents, analyzes, adjusts, and approves capability requirements that drive resource allocation.
- **Fixing shortcomings in existing plans.** Areas of paramount concern are: Mass Evacuation and Sheltering, with particular emphasis on

¹ The FY 2007 HSGP required States to develop and submit a Statewide Communication Interoperability Plan (SCIP). All SCIPs were approved by DHS in April 2008. The National Emergency Communications Plan (NECP), which was informed by the SCIPs, is available at: www.dhs.gov/xnews/releases/pr_1217529182375.shtm.

Regional Operations planning, special needs populations² and citizen preparedness; Statewide Communication Interoperability Plans and Tactical Interoperable Communications Plans; Logistics planning; Resource/Commodity Management, with particular emphasis on National Incident Management System (NIMS); standardized mechanisms and processes to describe, inventory, mobilize, dispatch, track, and recover resources over both the lifecycle and regional or national scope of an incident, taking into account both at-risk and host jurisdictions/states; CIKR Protection, with particular emphasis on Explosive Device Response Operations; Hazard Identification and Risk Assessment; Health and Medical Services for Catastrophic Events; and long term recovery. Once these shortcomings have been addressed, they should be integrated into capabilities-based plans that address all hazards and all threats. Additional shortcomings should be identified by the applicant in addition to these requirements as warranted.

- **Building regional planning processes and planning communities.** The primary focus is to establish processes for planning, preparedness, data exchange, and operational resource and asset management among regional planning partners. Activities should ensure that preparedness planning networks are fully integrated with other key planning efforts such as Continuity of Operation Plans (COOP), Area Maritime Security Plans (AMSPs) for port areas and Buffer Zone Plans (BZPs) for CIKR resources, and community preparedness planning conducted by governmental and non-governmental entities through the Citizen Corps Council. This should include drawing clear linkages in an appendix or annex to emergency operations plans as appropriate. Additionally, applicants should clearly address the linkages between Fusion Centers and the State Emergency Operations Centers and develop the necessary protocols and procedures to ensure connectivity and support, as appropriate.
- **Enhancing continuity of operations planning.** Applicants should leverage HSGP funding to establish effective continuity plans and programs in an effort to enhance the ongoing delivery of essential functions by State, local and tribal governments during all hazards. Actionable measurable items include developing staffing and guidance based on continuity priorities from the National Continuity Programs Directorate and described in the National Continuity Policy Implementation Plan (NCP/IP). Measurable items include: providing State, territorial, and local government continuity testing, training, and exercises; offering continuity planning and program guidance; conducting continuity education and outreach; providing mechanisms and make available annual meetings for State and local continuity working groups or other

² See CPG-301: *Emergency Management Planning Guide for Special Needs Populations* as a reference in addressing this issue.

forums; offering and/or providing continuity guidance and outreach through State and/or territorial Continuity Working Groups (CWGs); and providing guidance and offer assistance, as required, to conduct and/or support train-the-trainer continuity courses for State, territorial, and local governments.

- **Including the private sector in preparedness planning activities.** States and Urban Areas should include private sector entities in their preparedness planning process, building public-private partnerships where appropriate to more effectively prevent, protect against, respond to, and recover from major events. In particular, States and Urban Areas should engage with private sector entities as provisions for the voluntary private sector preparedness, accreditation, and certification program called for in the 9/11 Act are finalized in order to ensure that personnel have a comprehensive understanding of preparedness capabilities residing in their region.

3. National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities.

Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities. This priority supports the policy outlined in HSPD-19, *Combating Terrorist Use of Explosives in the United States*, by emphasizing the need for States and Urban Areas to take a more proactive approach to reducing the threat of a terrorist explosive attack. This year's priority is expanded to include capabilities in support of existing national protocols intended to promote early detection, identification, or interdiction of CBRN material which may be used in combination with explosives to create enhanced weapons such as a radiological dispersal device (RDD). States and Urban Areas should continue progress from 2008 by implementing programs to enhance public and private sector IED awareness and reducing critical infrastructure/key resource (CIKR) and soft target explosive attack vulnerabilities. Doing so will increase the likelihood that terrorist planning activities are recognized and reported, and deter attacks by reducing the attractiveness of potential targets. Additional programs, such as implementing multi-jurisdiction explosive attack planning that ensure bomb squad and SWAT integration, will ensure State and Urban Areas coordinate preventive and protective actions during steady-state and threat-initiated environments. Finally, grantees should enhance explosive device pre-detonation response operations so that bomb squads have the necessary tools to diagnose and defeat actual devices. These mitigation capabilities will serve to further prevent any attempted attack from achieving terrorist objectives.

In support of this effort, the DHS Office for Bombing Prevention (OBP) is dedicated to enhancing and coordinating the Nation's ability to deter, prevent, and protect against IED attacks. OBP maintains multiple programs designed to

support State and Urban Areas in explosive attack prevention and protection planning, analyzing explosive device mitigation capabilities, determining training and equipment requirements, improving IED awareness, and facilitating the sharing of terrorist IED techniques, tactics, and procedures through TRIPwire. Grantees are encouraged to work closely with OBP (in addition to their Program Analyst and FEMA Region) to ensure State and local initiatives sufficiently address IED threats. For more information, please contact OBP via obp@dhs.gov. To register for a TRIPwire account, go to <http://www.tripwire-dhs.net>.

Activities to strengthen explosive attack deterrence, prevention, and protection capabilities should be undertaken in coordination with the statewide CIKR protection program, which States were required to establish in FY 2007 in support of the NIPP. Additional information to support the implementation of the NIPP is available at <http://www.dhs.gov/nipp/>.

4. National Priority: Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities.

Strengthen Preventive Radiological/Nuclear Detection Capabilities. The Domestic Nuclear Detection Office (DNDO) plays an essential role in developing and implementing a multi-layered defensive strategy, with domestic and international programs and systems to protect the Nation from radiological/nuclear (rad/nuc) attacks by terrorists. Grantees are encouraged to work closely with DNDO when developing or enhancing preventive rad/nuc detection programs and to ensure that programs are effectively integrated into current and future Federal capabilities.

DNDO supports the development of comprehensive preventive rad/nuc detection capabilities across State, local and tribal communities by developing the necessary training, equipment test reports, exercise support, information sharing capabilities, and analytical tools to create a fully integrated operating environment. These resources include: providing rad/nuc technical reachback support to Federal, State, local and tribal operators; development of standardized training curricula and response protocols; conducting comprehensive assessments of existing radiation detection technology to inform application and acquisition; providing program development tools and guidance for immediate application by policy makers and operators; and the development of a robust national situational awareness and analysis capability through the Joint Analysis Center (JAC). Such resources can be used by State, local and tribal entities to build or enhance a comprehensive preventive rad/nuc detection program, or to develop specific preventive rad/nuc detection capabilities in areas such as device and material detection and response (providing rad/nuc material characterization to responders), Commercial Vehicle Inspection, special events screening, small maritime craft monitoring, fixed infrastructure protection, and urban area security.

Additional information about DNDO and the support DNDO will provide to grantees may be found at:

http://www.dhs.gov/xabout/structure/editorial_0766.shtm.

5. National Priority: Strengthen Information Sharing and Collaboration Capabilities

Maximizing Information Sharing via the National Network of Fusion Centers. This priority reflects the policy outlined in the National Strategy for Information Sharing (NSIS) by supporting the establishment of and continued support for a national network of fusion centers to facilitate effective nationwide information sharing between local, State, and Federal partners.

Effective prevention efforts depend on the ability of all levels and sectors of government, as well as private industry, to collect, analyze, disseminate, and use homeland security- and crime-related information and intelligence. In support of these efforts, designated State and Urban Area fusion centers must prioritize the allocation of SHSP and UASI grant funding to meet identified levels of baseline capabilities as outlined in the Department of Justice's (DOJ's) Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.

In support of this priority, the DHS Office of Intelligence and Analysis (I&A) is dedicated to supporting the development and enhancement of State and local information sharing activities, and maintains multiple programs and initiatives designed to directly support State and Urban Area initiatives. Therefore, in support of this National Priority, States and Urban Areas should continue to advance information sharing and fusion center efforts through the effective implementation and operation of activities that relate to this priority, including the following:

- **Coordination and Integration of Multi-disciplinary Partners.** To further advance and strengthen information sharing efforts, multi-disciplinary partners—including law enforcement, the fire service, health security, and critical infrastructure and key resource (CIKR) partners—are encouraged to fully engage in the fusion process. DHS I&A has begun work on a Fire Service Intelligence Enterprise, a Health Security Intelligence Enterprise, and CIKR initiatives, in addition to its work supporting Law Enforcement, to advance collaboration and greater information sharing among all levels of government and key multi-disciplinary players within fusion centers and the greater information sharing and fusion processes.
- **Coordination and Integration with DHS Component Strategic Mission Priorities.** The effective coordination and integration of on-going national

homeland security efforts and component strategic mission priorities and activities—including border security, trafficking of illicit materials, and maritime enforcement—is essential to the successful implementation of a national network of fusion centers. Therefore, DHS I&A is encouraging fusion centers to coordinate and integrate their information sharing efforts with regional and/or local strategic component efforts, including Area Maritime Security Committees (AMSCs) and their respective Area Maritime Security Plans (AMSPs), DHS Border Enforcement Security Task Forces, Integrated Border Enforcement Teams, and FEMA Regional Offices.

- **Information Sharing to Support Response and Recovery Efforts.** Effective information sharing and communication occurs across the preparedness spectrum, including prevent, protect, respond, and recover mission areas. Therefore, effective information sharing and communication between fusion centers and Emergency Operations Centers (EOCs) prior to, during, and after an incident is essential to the successful response and mitigation of man-made or naturally occurring incidents. This communication supports the timely and accurate response to an event and ensures that all appropriate information is in the hands of the responders who need it. In support of this effort, DHS I&A and FEMA are encouraging that fusion centers and EOCs formally plan, train on, and exercise their communication and information sharing processes, in coordination with the respective FEMA Regional Offices and Federal Preparedness Coordinators (FPCs).

Grantees are encouraged to work closely with DHS I&A to leverage available resources through the joint DHS/DOJ Fusion Process Technical Assistance Program as well as available DHS personnel and technologies—including deployed I&A Intelligence Operations Specialists and the Homeland Secure Data Network (HSDN)—to support fusion centers analytic collaboration and information sharing activities.

6. National Priority: Strengthen Medical Surge and Mass Prophylaxis.

Developing and enhancing health and medical readiness and preparedness capabilities. State and local grantees should consider preparedness efforts that emphasize biological attack detection (bio collection), mass casualty incident response, and counter-measure stockpiling and distribution. The Office of Health Affairs (OHA) leads the Department's role in developing and supporting a scientifically rigorous, intelligence-based biodefense and health preparedness architecture to ensure the security of our Nation in the face of all hazards. Grantees are encouraged to work closely with OHA, in addition to their FEMA Program Analyst and FEMA Region, when developing or enhancing medical surge and mass prophylaxis programs in response to biological threats and for public health and medical preparedness. For more information, please visit

http://www.dhs.gov/xabout/structure/editorial_0880.shtm or contact OHA at oha@dhs.gov.

Consolidation of Law Enforcement Terrorism Prevention-oriented Activities

Per the 9/11 Act and the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009* (Public Law 110-329), FY 2009 HSGP will not contain a separate line-item Law Enforcement Terrorism Prevention Program (LETPP). As is clear in this year's overarching HSGP priorities, a significant need for law enforcement terrorism prevention exists. As a result, States are also required to ensure that at least 25 percent of their SHSP award funds and 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

Inclusion of Emergency Medical Services (EMS) Providers

DHS requires State and local governments to include emergency medical services (EMS) providers in their State and Urban Area homeland security plans. In accordance with this requirement, and as States, territories, localities, and tribes complete their application materials for the FY 2009 HSGP, DHS reminds our homeland security partners of the importance for proactive inclusion of various State, regional, and local response disciplines who have important roles and responsibilities in prevention, deterrence, protection, and response activities. Inclusion should take place with respect to planning, organization, equipment, training, and exercise efforts. Response disciplines include, but are not limited to: governmental and nongovernmental emergency medical, firefighting, and law enforcement services; public health; hospitals; emergency management; hazardous materials; public safety communications; public works; and governmental leadership and administration personnel.

DHS/FEMA's Grants Reporting Tool (GRT) will continue to be utilized for grantees to report and for DHS to track, on a biannual basis, homeland security funding provided to response disciplines. If no State or local funding is provided to EMS, the State should be prepared to demonstrate that related target capabilities have been met or identify more significant priorities.

Homeland security partners should examine how they integrate preparedness activities across disciplines, agencies, and levels of government, including State, territory, local, and tribal units of government. A cohesive planning framework should be incorporated that builds and implements homeland security initiatives which leverage DHS resources, as well as other Federal, State, territory, local, and tribal resources. Specific attention should be paid to how all available preparedness funding sources can be effectively utilized in a collaborative manner to support the enhancement of capabilities.

Governance

The FY 2009 HSGP re-emphasizes the importance of creating or utilizing existing governing bodies to act on this guidance and coordinate grant resources. Examples include: State Senior Advisory Committees, Urban Area Working Groups, Area Maritime Security Committees, Citizen Corps Councils, and Metropolitan Medical Response

System Steering Committees. As a reminder, the membership of the Senior Advisory Committee must, at a minimum, include the following State officials directly responsible for the administration of FEMA GPD grants and Centers for Disease Control and Prevention (CDC) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements: the State Administrative Agency (SAA), ASPR Hospital Preparedness Program Coordinator, and CDC Public Health Emergency Preparedness Program Director. In addition, program representatives from the following entities should be members of the committee: State Homeland Security Advisor (if this role is not also the SAA); State Emergency Management Agency Director; State Public Health Officer; State Public Safety Officer (and SAA for Justice Assistance Grants, if different); State Court Official; State EMS Director; State Trauma System Manager; State Communications Officer (NECP, etc.); State Citizen Corps POC; Urban Area POC; United States Coast Guard Area Command or Captain of the Port; Senior Members of the Regional Transit Security Working Group; Senior Security Officials from Major Transportation Systems; and the Adjutant General.

Additional Program Detail

1. State Homeland Security Program. The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report.

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular required reporting mechanisms, including the Biannual Strategy Implementation Report (BSIR).

2. Urban Areas Security Initiative. Since its inception in FY 2003, the intent of the UASI program has been to enhance regional preparedness in major metropolitan areas. The UASI program directly supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery. The FY 2009 UASI program continues this mission by providing financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist them in building and sustaining

capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism.

The FY 2009 UASI program is intended to enhance regional preparedness efforts. Urban Areas **must** use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region. In some instances Urban Area boundaries cross State borders. States **must** ensure that the identified Urban Areas take an inclusive regional approach to the development and implementation of the FY 2009 UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, campus law enforcement, State agencies, Citizen Corps Council(s), and MMRS jurisdictions in their program activities.

Activities implemented under UASI must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Pursuant to changes required by the 9/11 Act, eligible FY 2009 UASI candidates were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by the Office of Management and Budget. MSAs are used by DHS to determine eligibility for participation in the program. Part II of this Guidance shows a table of Urban Areas selected for possible FY 2009 funding. *Geographical areas queried do not equate to minimum mandated membership representation of an Urban Area, nor does this guarantee funding for geographical areas queried.* Urban Area Working Groups (UAWGs) must continue to take a regional approach to membership but are not required to expand or contract existing Urban Area participation to conform to MSA composition as a result of this legislative change. Detailed information on MSAs is publicly available from the U.S. Census Bureau at <http://www.census.gov/population/www/estimates/metrodef.html>.

UASI Program Requirements

The SAA will be responsible for ensuring compliance with the fiduciary and programmatic administration requirements of the FY 2009 UASI program.

- **Identify Points of Contact.** The SAA must confirm a specific point of contact (POC) with the designated Urban Area. The SAA POCs are responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing Urban Areas to ensure that information for current POCs is on file with FEMA.

- Define the Urban Area.** For new Urban Areas, the SAA POC, in coordination with the candidate Urban Areas, must define the Urban Area, as it will apply to the FY 2009 UASI program. The identified city or combined entity represents the candidate Urban Area eligible to apply for funding under the FY 2009 UASI program. For those Urban Areas with a combined entity, that area represents the minimum area that must be part of the defined Urban Area. The definition of the Urban Area is limited to jurisdictions contiguous to the geographic area used to determine eligibility, or those jurisdictions in that area which have established formal mutual aid agreements. States may request a waiver for this limitation for regions previously established by Executive Order, law, or compact. For the purposes of the FY 2009 UASI program, the Washington, D.C. Urban Area will consist of the National Capital Region (NCR) as set forth in 10 U.S.C. §2674(f)(2). In coordination with the UAWG, the SAA POC may redefine the geographic boundaries of an existing Urban Area, as it will apply to the FY 2009 UASI program. The SAA POC must notify FEMA of this change.
- Establish the UAWG.** Membership in the UAWG must provide either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement) that comprise the defined Urban Area. *It must also be inclusive of local MMRS and Citizen Corps Council representatives.* The SAA POC must ensure that appropriate representation for the defined Urban Area is included per this guidance. FEMA strongly encourages that, wherever possible, previously established local working groups should be leveraged for this purpose to ensure that UASI resources are managed in the most efficient and effective manner possible. The UAWG may also support State efforts to develop the State Preparedness Report, particularly as it relates to UASI activities. An overview of the UAWG structure and a list of members and their associated jurisdictions must be provided to FEMA along with the grant application. Urban Areas must notify the SAA of any updates to the UAWG structure or membership, of which the SAA must thereafter provide notification to FEMA.
- Governance.** The identified jurisdictions in Part II of this Guidance package represent the candidate Urban Areas eligible to apply for funding. The UAWG will be responsible for coordinating the development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process.

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. This charter must be on file with FEMA prior

to drawing down FY 2009 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

- **Urban Area Homeland Security Strategy.** Urban Areas must utilize their Urban Area Homeland Security Strategy as the basis for requesting funds to support Investments identified in the Investment Justification. There must be a clear correlation between the goals, objectives, and priorities identified in the Urban Area Homeland Security Strategy and FY 2009 UASI program activities. In addition, the Urban Area Homeland Security Strategy must also be consistent with and supportive of the State Homeland Security Strategy and the State Preparedness Report.

All Urban Areas receiving funding in FY 2009 must have an approved Urban Area Homeland Security Strategy. Any new Urban Areas must develop a strategy and submit it to FEMA for review and approval prior to drawing down UASI funds. This requirement includes prior Urban Areas that were not Urban Areas in either FY 2007 and/or 2008, but that were selected again as Urban Areas for FY 2009. For new Urban Areas, strategy development technical assistance is available. Please consult your SAA for requesting assistance services from FEMA.

UASI Allocation of funds

The use and allocation of all grant funds available through the FY 2009 UASI program must focus on the Investments identified in the Urban Area's Investment Justification and the implementation of the validated Urban Area Homeland Security Strategy. The use of funds must also be consistent with the State Homeland Security Strategy, the State Preparedness Report, the National Preparedness Guidelines, TCL, and UASI program guidelines. Funds used to support Citizen Corps related efforts, such as citizen preparedness, volunteer participation, and the integration of nongovernmental resources should be coordinated with Citizen Corps Councils.

The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations. If consensus can not be reached within the 45-day time period allotted for the State to obligate funds to subgrantees, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG, or the failure to achieve otherwise, on the allocation of funds and submit it to FEMA immediately after the 45-day time period allotted for the State to obligate funds to subgrantees.

Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

3. Metropolitan Medical Response System

The MMRS program provides funding to States to support the integration of local emergency management, health and medical systems into a coordinated and sustained local response capability to a mass casualty incident.

The responsibilities of the SAA are to:

- Ensure the “MMRS Leadership” (see below) shall be fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists.
- Ensure all neighboring MMRS subgrantees shall actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another.
- Prepare an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant.

MMRS subgrantees shall:

- Establish and support a designated leadership (“MMRS Leadership”), such as a Steering Committee or leadership position(s), to act as the designated POCs for program implementation.
- Integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote regional coordination of mutual aid with neighboring localities.
- Regularly validate the subgrantee’s local emergency response capability to a mass casualty incident by means of an exercise or other validation means.

MMRS Collaboration

MMRS subgrantees are encouraged to collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training.

- 4. Citizen Corps Program.** The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2009 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council.
- Develop and implement a plan and amend existing plans, such as EOPs, to achieve and expand citizen preparedness and participation.
- Conduct public education and outreach.
- Ensure clear alerts/warnings and emergency communications with the public.
- Develop training programs for the public, for both all-hazards preparedness and volunteer responsibilities.
- Facilitate citizen participation in exercises.
- Implement volunteer programs and activities to support emergency responders.
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes.
- Conduct evaluations of programs and activities.

CCP Program Requirements

All grant recipients must register their Citizen Corps Council on the Citizen Corps website (<http://www.citizencorps.gov/>) and manage their program and contact information located on the site.

- **State responsibilities.** Citizen preparedness and participation must be coordinated by an integrated body of government and nongovernmental representatives. States and local government recipients and sub-grantees of HSGP funds, including Urban Areas, must have such a body to serve as their Citizen Corps Council with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based and community-based organizations), and advocacy groups for special needs populations. Representatives from existing Citizen Corps programs, to include Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch/USAonWatch, Fire Corps, and affiliates should also be included on these Citizen Corps Councils. Furthermore, Citizen Corps Councils should include a MMRS representative, where applicable.

Senior Advisory Committees (SACs) and Urban Area Working Groups (UAWGs) may serve as Citizen Corps Councils if the appropriate representatives are

members, to include the State/UASI Citizen Corps Program Manager(s) and nongovernmental members. SAAs must coordinate all citizen involvement in emergency preparedness, planning, mitigation, response, and recovery funded with any source of HSGP funds with the State agency currently responsible for the administration of Citizen Corps. A listing of current State Citizen Corps Program Managers is available by visiting <http://www.citizencorps.gov/councils/> and selecting "State Citizen Corps Program Managers."

State Citizen Corps Program Managers must also continue to provide program management via the administrative section of the Citizen Corps website, <http://www.citizencorps.gov>, to include managing the approval process for local Citizen Corps Councils, CERT programs, managing administrative section passwords for local users, and managing calendar events, subscribers, and e-mails to local Councils.

The community preparedness section(s) of State Homeland Security Strategies, policies, guidance, plans (including Emergency Operation Plans (EOP), the State Preparedness Report, and Investment Justification), and evaluations must be reviewed by the body serving as the State Citizen Corps Council and must include considerations for government/nongovernmental collaboration, and community preparedness and participation, including citizen involvement in preparedness and response. Nongovernmental representatives are expected to evaluate closely the functional areas of warnings, emergency public information, evacuation, mass care, resource management from nongovernmental sources, unaffiliated volunteer and donations management, and nongovernmental resource integration (goods and personnel) to support each emergency support function in the EOP.

- **Coordination.** The SAA must coordinate the financial, programmatic, and administrative issues relating to the Citizen Corps mission with the State Citizen Corps Program Manager. Furthermore, the SAA must share the community preparedness information submitted in the State's BSIR with the State Citizen Corps Program Manager. The State Citizen Corps Program Manager must also participate in the FEMA required monitoring process.

Law Enforcement Terrorism Prevention Activities. As noted previously, the 9/11 Act did not create a separate LETPP grant program but rather made it a component of SHSP and UASI. The Department values and places an emphasis on law enforcement terrorism prevention and protection-oriented activities and therefore requires that States ensure that at least 25 percent of their SHSP award funds and at least 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

PART II. AWARD INFORMATION

This section summarizes the award period of performance and the total amount of funding available under the FY 2009 HSGP, describes the basic distribution method used to determine final grants awards, and identifies all eligible applicants for FY 2009 funding.

Award Period of Performance

The period of performance of this grant is 36 months. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

Available Funding

In FY 2009, the total amount of funds distributed under the HSGP will be \$1,714,300,154. The available funding is summarized in the table below.

HSGP Programs	FY 2009 Funding
State Homeland Security Program	\$861,265,000
Urban Areas Security Initiative	\$798,631,250
Metropolitan Medical Response System	\$39,831,404
Citizen Corps Program	\$14,572,500
Total	\$1,714,300,154

The specific information regarding funding allocations for the four HSGP programs are detailed below.

States and Urban Areas should apply for 110 percent of the targeted SHSP and UASI allocation.

- 1. FY 2009 SHSP Allocations.** FY 2009 SHSP funds will be allocated based on risk and anticipated effectiveness upon completion of the application review process. Each State will receive a minimum allocation under SHSP using the thresholds established in the 9/11 Act. All 50 States, the District of Columbia, and Puerto Rico will receive 0.365 percent of the total funds allocated for grants under Section 2004 of the Homeland Security Act of 2002 (6 U.S.C. §101 *et seq.*), as amended by the 9/11 Act, for SHSP. Four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08

percent of the total funds allocated for grants under Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP.

The following table identifies the targeted SHSP allocations based on DHS' relative risk assessment. States should focus their Investments based on the targeted allocation and submit applications for up to 110 percent of the targeted allocation. Subsequently, when determining the final allocation, DHS may increase or decrease the targeted SHSP allocations by up to 10 percent based on the results of the effectiveness analysis.

FY 2009 SHSP Target Allocations

State	SHSP Target Allocation	Law Enforcement Terrorism Prevention Activities Minimum
Alabama	\$10,612,000	\$2,653,000
Alaska	\$6,060,000	\$1,515,000
American Samoa	\$1,328,000	\$332,000
Arizona	\$13,181,000	\$3,295,250
Arkansas	\$6,060,000	\$1,515,000
California	\$104,586,000	\$26,146,500
Colorado	\$11,286,000	\$2,821,500
Connecticut	\$9,861,000	\$2,465,250
Delaware	\$6,060,000	\$1,515,000
District of Columbia	\$10,754,000	\$2,688,500
Florida	\$35,236,000	\$8,809,000
Georgia	\$20,786,000	\$5,196,500
Guam	\$1,328,000	\$332,000
Hawaii	\$6,060,000	\$1,515,000
Idaho	\$6,060,000	\$1,515,000
Illinois	\$33,212,000	\$8,303,000
Indiana	\$12,018,000	\$3,004,500
Iowa	\$6,060,000	\$1,515,000
Kansas	\$7,154,000	\$1,788,500
Kentucky	\$9,111,000	\$2,277,750
Louisiana	\$15,305,000	\$3,826,250
Maine	\$6,060,000	\$1,515,000
Maryland	\$17,100,000	\$4,275,000
Massachusetts	\$16,350,000	\$4,087,500
Michigan	\$20,359,000	\$5,089,750
Minnesota	\$11,647,000	\$2,911,750
Mississippi	\$6,060,000	\$1,515,000
Missouri	\$11,353,000	\$2,838,250
Montana	\$6,060,000	\$1,515,000
Nebraska	\$6,060,000	\$1,515,000
Nevada	\$8,921,000	\$2,230,250
New Hampshire	\$6,060,000	\$1,515,000
New Jersey	\$26,391,000	\$6,597,750
New Mexico	\$6,060,000	\$1,515,000

State	SHSP Target Allocation	Law Enforcement Terrorism Prevention Activities Minimum
New York	\$113,222,000	\$28,305,500
North Carolina	\$15,466,000	\$3,866,500
North Dakota	\$6,060,000	\$1,515,000
Northern Mariana Islands	\$1,328,000	\$332,000
Ohio	\$23,294,000	\$5,823,500
Oklahoma	\$7,306,000	\$1,826,500
Oregon	\$8,493,000	\$2,123,250
Pennsylvania	\$28,795,000	\$7,198,750
Puerto Rico	\$6,060,000	\$1,515,000
Rhode Island	\$6,060,000	\$1,515,000
South Carolina	\$8,531,000	\$2,132,750
South Dakota	\$6,060,000	\$1,515,000
Tennessee	\$12,236,000	\$3,059,000
Texas	\$62,168,000	\$15,542,000
U.S. Virgin Islands	\$1,328,000	\$332,000
Utah	\$6,470,000	\$1,617,500
Vermont	\$6,060,000	\$1,515,000
Virginia	\$20,710,000	\$5,177,500
Washington	\$18,791,000	\$4,697,750
West Virginia	\$6,060,000	\$1,515,000
Wisconsin	\$10,108,000	\$2,527,000
Wyoming	\$6,060,000	\$1,515,000
Total	\$861,265,000	\$215,316,250

2. FY 2009 UASI Allocations. FY 2009 UASI funds will be allocated based on risk and anticipated effectiveness upon completion of the application review process. Eligible candidates for the FY 2009 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States, in accordance with the 9/11 Act. Based on that analysis, the eligible candidates have been grouped into two tiers according to relative risk. Tier 1 includes the seven highest risk areas and will be allocated 55 percent of the total UASI funding available; Tier 2 includes the other 55 candidate areas and will be allocated the remaining 45 percent of the total UASI funding available. The tier approach was employed to allow applicants with a similar level of risk to compete for funding on a level playing field. The following candidates are eligible to apply for funding under the FY 2009 UASI program.

The following table identifies the targeted UASI allocations based on DHS' relative risk assessment. States and Urban Areas should focus their Investments based on the targeted allocation and submit applications for up to 110 percent of the targeted allocation. Subsequently, when determining the final allocation, DHS may increase or decrease the targeted UASI allocations by up to 10 percent based on the results of the effectiveness analysis.

FY 2009 UASI Target Allocations

		Urban Area	FY 2009 Target Allocation	Law Enforcement Terrorism Prevention Activities Minimum
TIER 1	California	Bay Area	\$40,638,250	\$10,159,563
		Los Angeles/Long Beach Area	\$68,290,450	\$17,072,613
	District of Columbia	National Capital Region	\$58,006,500	\$14,501,625
	Illinois	Chicago Area	\$52,320,650	\$13,080,163
	New Jersey	Jersey City/Newark Area	\$35,298,150	\$8,824,538
	New York	New York City Area	\$145,137,750	\$36,284,438
	Texas	Houston Area	\$39,555,450	\$9,888,863
TIER 2	Arizona	Phoenix Area	\$10,984,400	\$2,746,100
		Tucson Area	\$4,515,350	\$1,128,838
	California	Anaheim/Santa Ana Area	\$12,753,750	\$3,188,438
		Riverside Area	\$5,277,100	\$1,319,275
		Sacramento Area	\$3,938,300	\$984,575
		San Diego Area	\$14,735,000	\$3,683,750
		Oxnard Area	\$2,502,950	\$625,738
	Colorado	Denver Area	\$7,233,800	\$1,808,450
	Connecticut	Bridgeport Area	\$2,807,300	\$701,825
		Hartford Area	\$2,747,000	\$686,750
	Florida	Fort Lauderdale Area	\$6,063,400	\$1,515,850
		Jacksonville Area	\$5,436,850	\$1,359,213
		Miami Area	\$11,039,500	\$2,759,875
		Orlando Area	\$5,160,400	\$1,290,100
		Tampa Area	\$7,933,950	\$1,983,488
	Georgia	Atlanta Area	\$13,509,000	\$3,377,250
	Hawaii	Honolulu Area	\$4,754,750	\$1,188,688
	Indiana	Indianapolis Area	\$7,104,600	\$1,776,150
	Kentucky	Louisville Area	\$2,198,500	\$549,625
	Louisiana	Baton Rouge Area	\$3,048,900	\$762,225
		New Orleans Area	\$5,429,600	\$1,357,400
	Maryland	Baltimore Area	\$10,974,900	\$2,743,725
	Massachusetts	Boston Area	\$14,564,400	\$3,641,100
	Michigan	Detroit Area	\$13,481,450	\$3,370,363
	Minnesota	Twin Cities Area	\$8,248,000	\$2,062,000
	Missouri	Kansas City Area	\$7,694,550	\$1,923,638
		St. Louis Area	\$8,532,900	\$2,133,225
	Nevada	Las Vegas Area	\$8,579,000	\$2,144,750
	New York	Albany Area	\$1,924,250	\$481,063
		Buffalo Area	\$5,040,700	\$1,260,175
		Rochester Area	\$2,342,900	\$585,725
		Syracuse Area	\$1,869,300	\$467,325
North Carolina	Charlotte Area	\$4,579,950	\$1,144,988	
Ohio	Cincinnati Area	\$4,969,150	\$1,242,288	
	Cleveland Area	\$5,086,800	\$1,271,700	
	Columbus Area	\$4,349,600	\$1,087,400	

		Urban Area	FY 2009 Target Allocation	Law Enforcement Terrorism Prevention Activities Minimum
		Toledo Area	\$2,287,550	\$571,888
Oklahoma		Oklahoma City Area	\$4,404,700	\$1,101,175
		Tulsa Area	\$2,160,450	\$540,113
Oregon		Portland Area	\$7,178,700	\$1,794,675
Pennsylvania		Philadelphia Area	\$17,950,450	\$4,487,613
		Pittsburgh Area	\$6,395,400	\$1,598,850
Puerto Rico		San Juan Area	\$3,183,250	\$795,813
Rhode Island		Providence Area	\$4,764,250	\$1,191,063
Tennessee		Memphis Area	\$4,229,900	\$1,057,475
		Nashville Area	\$2,986,200	\$746,550
Texas		Austin Area	\$2,922,550	\$730,638
		Dallas/Fort Worth/Arlington Area	\$19,305,450	\$4,826,363
		El Paso Area	\$5,381,750	\$1,345,438
		San Antonio Area	\$6,220,150	\$1,555,038
Utah		Salt Lake City Area	\$2,938,300	\$734,575
Virginia		Norfolk Area	\$7,372,000	\$1,843,000
		Richmond Area	\$2,710,700	\$677,675
Washington		Seattle Area	\$11,313,600	\$2,828,400
Wisconsin		Milwaukee Area	\$4,266,450	\$1,066,613
Total			\$798,631,250	\$199,657,826

3. **FY 2009 MMRS Allocation.** FY 2009 MMRS funding will be divided evenly among the 124 MMRS jurisdictions listed below.

FY 2009 MMRS Funding Allocations

State	MMRS Jurisdictions	State Total
Alabama	Birmingham, Huntsville, Mobile, and Montgomery	\$1,284,884
Alaska	Anchorage and Juneau	\$642,442
Arizona	Glendale, Mesa, Phoenix, and Tucson	\$1,284,884
Arkansas	Little Rock	\$321,221
California	Anaheim, Bakersfield, Fremont, Fresno, Glendale, Huntington Beach, Long Beach, Los Angeles, Modesto, Oakland, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Jose, Santa Ana, and Stockton	\$5,781,978
Colorado	Aurora, Colorado Springs, and Denver	\$963,663
Connecticut	Hartford	\$321,221
Florida	Fort Lauderdale, Hialeah, Jacksonville, Miami, Orlando, St. Petersburg, and Tampa	\$2,248,547
Georgia	Atlanta and Columbus	\$642,442
Hawaii	Honolulu	\$321,221
Illinois	Chicago	\$321,221
Indiana	Ft. Wayne and Indianapolis	\$642,442
Iowa	Des Moines	\$321,221
Kansas	Kansas City and Wichita	\$642,442
Kentucky	Lexington/Fayette and Louisville	\$642,442
Louisiana	Baton Rouge, Jefferson Parish, New Orleans, and Shreveport	\$1,284,884

Maryland	Baltimore	\$321,221
Massachusetts	Boston, Springfield, and Worcester	\$963,663
Michigan	Detroit, Grand Rapids, and Warren	\$963,663
Minnesota	Minneapolis and St. Paul	\$642,442
Mississippi	Jackson	\$321,221
Missouri	Kansas City and St. Louis	\$642,442
Nebraska	Lincoln and Omaha	\$642,442
Nevada	Las Vegas	\$321,221
New Hampshire	Northern New England MMRS	\$321,221
New Jersey	Jersey City and Newark	\$642,442
New Mexico	Albuquerque	\$321,221
New York	Buffalo, New York City, Rochester, Syracuse, and Yonkers	\$1,606,105
North Carolina	Charlotte, Greensboro, and Raleigh	\$963,663
Ohio	Akron, Cincinnati, Cleveland, Columbus, Dayton, and Toledo	\$1,927,326
Oklahoma	Oklahoma City and Tulsa	\$642,442
Oregon	Portland	\$321,221
Pennsylvania	Allegheny County and Philadelphia	\$642,442
Rhode Island	Providence	\$321,221
South Carolina	Columbia	\$321,221
Tennessee	Chattanooga, Knoxville, Memphis, and Nashville	\$1,284,884
Texas	Amarillo, Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Irving, Lubbock, San Antonio, and Southern Rio Grande	\$4,175,873
Utah	Salt Lake City	\$321,221
Virginia	Arlington County, Chesapeake, Newport News, Norfolk, Richmond, and Virginia Beach	\$1,927,326
Washington	Seattle, Spokane, and Tacoma	\$963,663
Wisconsin	Madison and Milwaukee	\$642,442
Total		\$39,831,404

4. **FY 2009 CCP Allocations.** CCP allocations are determined using the USA PATRIOT Act (Public Law 107-56) formula, which specifies that all 50 States, the District of Columbia, and Puerto Rico will receive a minimum of 0.75 percent of the total available grant funding, and that four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum of 0.25 percent of the total available grant funding. The balance of CCP funds are distributed on a population-share basis. In addition to CCP allocations, States and Urban Areas are encouraged to fully leverage all HSGP resources to accomplish the Citizen Corps mission.

FY 2009 CCP Funding Allocations

State/Territory	Allocation	State/Territory	Allocation
Alabama	\$241,527	Nevada	\$182,596
Alaska	\$128,823	New Hampshire	\$146,892
Arizona	\$290,414	New Jersey	\$357,481
Arkansas	\$190,294	New Mexico	\$165,581
California	\$1,153,746	New York	\$660,697
Colorado	\$248,204	North Carolina	\$368,199
Connecticut	\$209,367	North Dakota	\$127,573
Delaware	\$134,003	Ohio	\$436,943
District of Columbia	\$126,103	Oklahoma	\$212,653
Florida	\$630,795	Oregon	\$216,372

Georgia	\$382,020	Pennsylvania	\$464,542
Hawaii	\$145,965	Rhode Island	\$139,520
Idaho	\$152,137	South Carolina	\$235,237
Illinois	\$476,536	South Dakota	\$132,044
Indiana	\$290,601	Tennessee	\$285,213
Iowa	\$194,673	Texas	\$792,325
Kansas	\$188,614	Utah	\$184,880
Kentucky	\$230,487	Vermont	\$127,045
Louisiana	\$231,965	Virginia	\$329,655
Maine	\$146,931	Washington	\$294,119
Maryland	\$269,829	West Virginia	\$161,070
Massachusetts	\$293,586	Wisconsin	\$269,352
Michigan	\$397,081	Wyoming	\$124,233
Minnesota	\$257,808	Puerto Rico	\$221,941
Mississippi	\$192,694	U.S. Virgin Islands	\$39,570
Missouri	\$277,260	American Samoa	\$38,284
Montana	\$136,658	Guam	\$41,457
Nebraska	\$159,999	Northern Mariana Islands	\$38,906
Total			\$14,572,500

PART III.

ELIGIBILITY INFORMATION

A. Eligible Applicants

The Governor of each State and territory is required to designate a State Administrative Agency (SAA) to apply for and administer the funds awarded under HSGP. **The SAA is the only entity eligible to apply to FEMA for HSGP funds.**

To be eligible to receive FY 2009 HSGP funding, applicants must meet NIMS compliance requirements. The NIMSCAST will be the required means to report FY 2008 NIMS compliance for FY 2009 preparedness award eligibility. All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs. The State or territory department/agency grantee reserves the right to determine compliance reporting requirements of their sub-awardees (locals) in order to disperse funds at the local level.

For FY 2009 there are no new NIMS compliance objectives. If FY 2008 NIMS compliance was reported using NIMSCAST and the grantee has met all NIMS compliance requirements, then NIMSCAST will only require an update in FY 2009. Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.

B. Cost Sharing

In FY 2009, there is an optional cash or in-kind cost share.

C. Restrictions

Please see Part IV.E. for HSGP Priorities Threshold, Law Enforcement Terrorism Prevention, Management & Administration (M&A) limits, and allowable/unallowable costs guidance.

PART IV.
**APPLICATION AND SUBMISSION
INFORMATION**

A. Address to Request Application Package

DHS participates in the Administration’s e-government initiative. As part of that initiative, all applications must be filed using the Administration’s common electronic “storefront” -- [grants.gov](http://www.grants.gov). Eligible SAAs must apply for funding through this portal, accessible on the Internet at <http://www.grants.gov>. To access application forms and instructions, select “Apply for Grants,” and then select “Download Application Package.” Enter the CFDA and/or the funding opportunity number located on the cover of this announcement. Select “Download Application Package,” and then follow the prompts to download the application package. To download the instructions, go to “Download Application Package” and select “Instructions.” If you experience difficulties or have any questions, please call the [grants.gov](http://www.grants.gov) customer support hotline at (800) 518-4726.

B. Content and Form of Application

1. On-line application. The on-line application must be completed and submitted using [grants.gov](http://www.grants.gov) after Central Contractor Registry (CCR) registration is confirmed. The on-line application includes the following required forms and submissions:

- Investment Justification Report from the Grants Reporting Tool (see Part IV.F. below for more information)
- For grantees with UASI Urban Areas: an overview of the UAWG structure and a list of members and their associated jurisdictions
- Standard Form 424, Application for Federal Assistance
- Standard Form 424A, Budget Information
- Standard Form 424B Assurances
- Standard Form LLL, Disclosure of Lobbying Activities
- Standard Form 424C, Budget Information – Construction Form (if applicable)
- Standard Form 424D, Assurances – Construction Programs (if applicable)

The program title listed in the Catalog of Federal Domestic Assistance (CFDA) is “*Homeland Security Grant Program.*” The CFDA number is **97.067**.

2. Application via [grants.gov](http://www.grants.gov). FEMA participates in the Administration’s e-government initiative. As part of that initiative, all applicants must file their applications using the Administration’s common electronic “storefront” -- [grants.gov](http://www.grants.gov).

Eligible SAAs must apply for funding through this portal, accessible on the Internet at <http://www.grants.gov>.

3. **DUNS number.** The applicant must provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number with their application. This number is a required field within [grants.gov](http://www.grants.gov) and for CCR Registration. Organizations should verify that they have a DUNS number, or take the steps necessary to obtain one, as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS Number request line at (866) 705-5711.
4. **Valid Central Contractor Registry (CCR) Registration.** The application process also involves an updated and current registration by the applicant. Eligible applicants must confirm CCR registration at <http://www.ccr.gov>, as well as apply for funding through [grants.gov](http://www.grants.gov).
5. **Investment Justification.** As part of the FY 2009 HSGP application process, applicants must develop a formal Investment Justification that addresses each Investment being proposed for funding. The Investment Justification must demonstrate how proposed projects address gaps and deficiencies in current programs and capabilities. The Investment Justification must demonstrate the ability to provide enhancements consistent with the purpose of the program and guidance provided by FEMA. Applicants must ensure that the Investment Justification is consistent with all applicable requirements outlined in this application kit.

For new Urban Areas, Investment Justification technical assistance is available; please consult your SAA for requesting assistance services from FEMA.

Applicants may propose up to 15 Investments within their Investment Justification, including multi-applicant Investments that support regional initiatives. States, territories, and Urban Areas are **required** to use the web-based Investment Justification submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2009 HSGP submission. The web-based Investment Justification submission module in the GRT will be available on January 1, 2009. In the meantime, applicants may use the standalone, Word-based *Investment Planning Worksheet* (or *Multi-Applicant Planning Worksheet* for multi-applicant Investments); the Worksheet is available at <http://www.fema.gov/grants> along with the overall FY 2009 HSGP guidance materials. Again, however, States, territories, and Urban Areas are **required** to use the web-based Investment Justification submission module provided by FEMA in the Grants Reporting Tool (GRT) for their FY 2009 HSGP submission.

Specific instructions for submitting and completing Investments are included in Part IV.F., as well as in the *FY 2009 HSGP Investment Justification Reference Guide*.

Multi-Applicant Investments

States, territories, and Urban Areas may propose Multi-Applicant Investments, which represent a shared interest between two or more States and territories, or a shared interest between two or more Urban Areas, as one (or more) of their 15 Investment submissions. Urban Areas cannot submit a Multi-Applicant Investment in partnership with the State in which they are located. Each participating State or Urban Area must outline the specific components of the Multi-Applicant Investment for which it would be responsible and include that Investment in its own submission.

Investment Justification Questions and Scoring Criteria

HSGP applicants must provide information in the following categories for each proposed Investment. The table below includes scoring criteria for each section and the weights that will be applied to reinforce priority areas.

Investment Justification Outline

Question	Scoring Criteria
OVERALL	
<p>Overall Investment Justification Question: Describe your understanding of the spectrum of terrorism and natural hazard risks your State/territory/Urban Area faces. Explain how this understanding influenced development of this Investment Justification.</p> <p>States applying for HSGP funding must also include a description of how they plan to allocate grant funds to local units of government within 45 days of award.</p>	<p>The information provided is not scored as an individual section; however, it is considered in the Portfolio Score, and should demonstrate the relationship between the individual Investments and the applicant’s understanding of risk</p>
<p>Management & Administrative Costs: States, territories and Urban Areas must provide a brief overall summary of planned management and administrative (M&A) expenditures that support the implementation of the Investments proposed in this Investment Justification.</p>	<p>The information provided is not scored as an individual section; however, it is considered in the Portfolio Score</p>

Question	Scoring Criteria
<p>Project Management: Describe the management team’s roles and responsibilities, governance structures, and subject matter expertise specifically required for all of the Investments included in this Investment Justification.</p>	<p>The information provided is not scored as an individual section; however, it is considered in the Portfolio Score and should demonstrate the team’s ability to manage the Investments listed in the application</p>
BASELINE	
<p>Investment Heading:</p> <ul style="list-style-type: none"> • State/territory name • Urban Area name (if applicable) • Investment name • Total FY 2009 HSGP estimated funding • Investment Phase – Ongoing or New • Multi-Applicant Investment – Yes or No 	<p>The information provided is not scored</p>
<p>I.A. Baseline – Previous HSGP Request Name and Funding: If the Investment was included in a previous HSGP request, please provide the name of the Investment and the total amount of HSGP funding that was dedicated to this Investment, if any.</p>	
<p>I.B. Baseline – Purpose Statement: Describe, at a high-level, what activities will be implemented and what will be accomplished by this Investment.</p>	<p>The information provided is not scored as an individual section; however, it is considered in the Comprehensive Investment Score and should establish the Investment’s background and progress made to date</p>
<p>I.C. Baseline – Description: Provide a description of the current state of this Investment, its objectives, and any accomplishments that will be completed <u>prior</u> to the application of FY 2009 HSGP funds. Include in this description whether this is a new or ongoing Investment. Describe the capability gap(s) that this Investment is intended to address.</p>	

Question	Scoring Criteria
STRATEGY (15%)	
<p>II.A. Strategy – State Preparedness Report: Explain how this Investment supports Initiatives in the State Preparedness Report. Please reference relevant page numbers in the State Preparedness Report.</p>	<ul style="list-style-type: none"> • Response provides linkage between the Investment and Initiatives from the State Preparedness Report • Response demonstrates how the Investment will contribute to reaching State Preparedness Report targets
<p>II.B. Strategy – Homeland Security Strategy goals and objectives: Explain how this Investment supports the State/territory/Urban Area Homeland Security Strategy goals and objectives. Please reference relevant goal and objective numbers in the State/territory/Urban Area Homeland Security Strategy.</p>	<ul style="list-style-type: none"> • Response provides linkage between the Investment and Homeland Security Strategy goals and objectives • Response demonstrates how the Investment will support the Homeland Security Strategy goals and objectives
<p>II.C. Strategy – Target Capabilities: From the drop-down boxes, select one primary and up to four secondary Target Capabilities that this Investment supports. For the primary Target Capability selected, provide an explanation of how it is supported by this Investment.</p>	<ul style="list-style-type: none"> • Response provides linkage between the Investment and the selected primary Target Capability • Response demonstrates how the Investment will support the selected primary Target Capability
<p>II.D. Strategy – National Priorities: From the drop-down boxes, select the National Priority(ies) that this Investment supports; up to four may be selected.</p>	<p>The information provided is not scored as an individual section; however, it is considered in the Comprehensive Investment Score</p>

Question	Scoring Criteria
FUNDING PLAN (15%)	
<p>III.A. Funding Plan: Provide the total estimated cost to implement this Investment during the three year, FY 2009 HSGP period of performance by completing the following table:</p> <ul style="list-style-type: none"> • For each solution area that has an associated FY 2009 HSGP cost, provide a brief summary of the planned expenditures (including personnel) • If this Investment includes an optional cost share, provide the cash or in-kind funding amounts in the appropriate section of the funding table and describe how those funds will be applied • Other sources of funding should be identified and described appropriately 	<ul style="list-style-type: none"> • Response references the appropriate activities, services, or products for the solution area • Response describes how the estimated HSGP costs will be used specifically towards this Investment • The optional cash and in-kind cost share identified are considered in the effectiveness analysis
ACCOMPLISHMENTS, CHALLENGE MITIGATION (35%)	
<p>III.B. Accomplishments: Identify up to five accomplishments that will be achieved within the three year, FY 2009 HSGP period of performance. For each accomplishment:</p> <ul style="list-style-type: none"> • Identify the planned end date for when the accomplishment will occur • Identify at least one milestone that will indicate the Investment is progressing towards the accomplishment • Identify at least one challenge that may impede the achievement of the accomplishment within the period of performance 	<ul style="list-style-type: none"> • Each response provides a clear description of the Investment's accomplishments • Milestones collectively present a clear sequence of events that will lead to the associated accomplishment • Challenges should describe potential barriers to both the successful implementation of the proposed Investment and the completion of the associated accomplishments within the FY 2009 HSGP period of performance

Question	Scoring Criteria
<p>III.C. Challenge Mitigation: Explain how the management team described in the Overall section will mitigate challenges and ensure that the expected accomplishments and milestones for this Investment will be achieved within the three year, FY 2009 HSGP period of performance.</p>	<ul style="list-style-type: none"> • Response describes how the management team will mitigate challenges to meet milestones in order to achieve the accomplishments for the proposed Investment
IMPACT (35%)	
<p>IV.A. Impact on Identified Risk: Describe how achieving this Investment’s accomplishments will reduce your identified risk as described in the Overall Investment Justification question.</p>	<ul style="list-style-type: none"> • Response describes how the accomplishments will reduce risks outlined in the Overall Investment Justification question
<p>IV.B. Sustainability: Describe the long-term approach to sustaining the capabilities created or enhanced by this Investment, or explain why this Investment will not be sustained.</p>	<ul style="list-style-type: none"> • Response describes how the capabilities developed by this Investment will be maintained/sustained beyond the three year FY 2009 HSGP period of performance, or • Response describes why the Investment will not be maintained/sustained long-term

Multi-Applicant Questions and Scoring Criteria

Multi-Applicant Investments will use the same questions and scoring criteria indicated in the table above, but will also highlight the benefits of regional collaboration.

The *FY 2009 HSGP Investment Justification Reference Guide* will outline how partners should coordinate to complete the Multi-Applicant Investment.

C. Submission Dates and Times

Completed applications must be submitted electronically through www.grants.gov **no later than 11:59 PM EDT, March 20, 2009**. Late applications will neither be considered nor reviewed. Upon successful submission, a confirmation e-mail message will be sent with a grants.gov tracking number, which is needed to track the status of the application.

D. Intergovernmental Review

Executive Order 12372 requires applicants from State and local units of government or other organizations providing services within a State to submit a copy of the application to the State Single Point of Contact (SPOC), if one exists, and if this program has been selected for review by the State. Applicants must contact their State SPOC to determine if the program has been selected for State review. Executive Order 12372 can be referenced at <http://www.archives.gov/federal-register/codification/executive-order/12372.html>. The names and addresses of the SPOCs are listed on OMB's home page available at: <http://www.whitehouse.gov/omb/grants/spoc.html>.

E. Funding Restrictions

The applicable SAAs will be responsible for administration of the FY 2009 HSGP. In administering the program, the SAA must work with the eligible applicants to comply with the following general requirements:

- 1. HSGP Priorities Threshold.** As noted before, FY 2009 HSGP will focus on six objectives as its highest priorities, of which at least 25 percent of HSGP funds must be dedicated to **Strengthening Preparedness Planning**.
- 2. Law Enforcement Terrorism Prevention.** Per the 9/11 Act and *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009* (Public Law 110-329), FY 2009 HSGP will not contain a separate line-item Law Enforcement Terrorism Prevention Program (LETPP). However, States are still required to ensure that at least 25 percent of their SHSP award funds and 25 percent of their UASI award funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.
- 3. Management and Administration (M&A) Limits.** A maximum of up to three percent (3%) of funds awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall subgrantee M&A amount may not equal more than three percent (3%).
- 4. Allowable Costs.** A crosswalk of allowable costs across the HSGP programs can be found in Part VIII of this Guidance package, along with additional detail on Planning, Equipment, Training, and Exercises costs. The following pages outline global allowable costs guidance applicable to all programs included in the HSGP. Allowable Investments made in support of the HSGP Priorities as well as other capability-enhancing projects must fall into the categories of Planning, Organization, Equipment, Training, or Exercises. Additional detail about each of these allowable expense categories, as well as sections on additional activities including explicitly unallowable costs is provided. In general, grantees should consult their FEMA

Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established by the guidance.

Planning Activities

States and Urban Areas are strongly encouraged to use FY 2009 HSGP funds for planning efforts that enable them to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., law enforcement, fire, emergency medical service (EMS), public health, behavioral health, public works, agriculture, and information technology) and levels of government. Planning activities should focus on the four homeland security mission areas of prevention, protection, response, and recovery. All jurisdictions are encouraged to work through Citizen Corps Councils, nongovernmental entities, and the general public in planning activities.³

Organizational Activities (SHSP and UASI only)

Section 2008 of the Homeland Security Act, as amended by the 9/11 Act, includes the following allowable activities:

- Responding to an increase in the threat level under the Homeland Security Advisory System, or needs resulting from a National Special Security Event
- Establishing, enhancing, and staffing State, local, and regional fusion centers
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification submission by using historical data or other analysis.⁴ All States are allowed to utilize up to 50 percent of their FY 2009 SHSP funding and all Urban Areas are allowed up to 50 percent of their FY 2009 UASI funding for Organizational activities⁵. At the request of a recipient of a grant, the Administrator may grant a waiver of the limitation noted above (50 percent).

- **Overtime Costs** -- Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task

³ Nongovernmental entities include the private sector and private nonprofit, faith-based, community, volunteer and other nongovernmental organizations.

⁴ The effectiveness of a request for the use of funds for allowable organizational costs will be judged on the Investment Justification to illustrate the need for such resources to effectively achieve a capability that will have a meaningful impact in the reduction of risk.

⁵ Note: Both organizational costs (e.g., intel analysts, operational overtime) and planning, equipment, training, exercise personnel costs are applied towards the 50 percent personnel cap.

Forces, and Integrated Border Enforcement Teams. Tribes must submit to DHS a written letter from a Federal agency which explicitly requests tribal staff participation in an eligible activity or illustrates how the activities support the roles and responsibilities of fusion centers as noted in Appendix 1 of the National Strategy for Information Sharing and provides an estimate of the size of the request in man-hours. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

- **Intelligence Analysts** – Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

All intelligence analyst training should be in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the tribe and must be made available to FEMA Program Analysts upon request.

- **Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of Orange or Red threat levels. Subject to these elevated threat level conditions, FY 2009 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in this guidance) for staffing State or local fusion centers
- Hiring of contracted security for critical infrastructure sites
- Public safety overtime (as defined in this guidance)
- National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
- Increased border security activities in coordination with US Customs and Border Protection (CBP), as outlined in Information Bulletin #135

Consumable costs, such as fuel expenses, are **not allowed** except as part of the standard National Guard deployment package.

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 50 percent of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

Equipment Activities

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2009 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. The Standardized Equipment List (SEL) is located on this site as well. In some cases, items on the SEL are not allowable under HSGP or will not be eligible for purchase unless specific conditions are met.

Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Training Activities

States, territories, and Urban Areas are strongly encouraged to use HSGP funds to develop a State/territory homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs. Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, and training for volunteers.

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building

a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP) or specific annexes, where applicable.

Exercise Activities

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes One, Two, and Three contain guidance for exercise design, development, conduct, evaluation, and improvement planning. HSEEP Volume Four provides sample exercise materials, and HSEEP Volume Five: Prevention Exercises contains guidance and recommendations for designing, developing, conducting, and evaluating prevention-focused exercises. All volumes can be found at <http://hseep.dhs.gov>.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Urban Areas are eligible to apply for exercise direct support, but must do so in coordination with the SAA. Direct support exercises provided to Urban Areas will count against the amount of direct support allotted to the State for FY 2009.

Personnel Activities

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2009 HSGP planning, training, exercise, and equipment activities.

- A personnel cap of up to 50 percent of total program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cap must provide documentation explaining why the cap is unacceptable; waiver requests will be considered only under extreme

circumstances. In general, the use of HSGP grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Activities that are considered “personnel” and “personnel-related”, and therefore count against the personnel cap of 50 percent include, but are not limited to:

- Operational overtime
- Overtime/backfill to participate in approved training or exercise deliveries
- Salaries and personnel costs of intelligence analysts
- Overtime to participate in intelligence sharing activities
- Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
- Salaries and personnel costs under the M&A category
- Contractor costs associated with performing the above activities

These activities are also subject to the funding and eligibility requirements detailed under the allowable cost categories. For further details, SAAs should contact their FEMA GPD Program Analyst.

- Neither MMRS nor CCP have a personnel cap.
- For MMRS, hiring, overtime, backfill and professional development expenses are allowable only for dedicated MMRS Leadership personnel to perform programmatic activities and that are deemed allowable under existing guidance. Supplanting, however, is not allowed.

FY 2009 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

The following are definitions for the terms as used in this grant guidance:

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of FTEs.
- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full-Time Equivalent (FTE) employees.

- **Supplanting** – Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Construction and Renovation

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities. CCP and MMRS funds may not be used for any type of construction or renovation.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

In order to draw down funds for construction and renovation costs under HSGP, grantees must provide to FEMA:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project

- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Grantees should refer to FEMA's Information Bulletin #271, *Environmental and Planning and Historic Preservation Requirements for Grants*. Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Law Enforcement Terrorism Prevention-Oriented Allowable Costs

Section 2006 of the Homeland Security Act, as amended by the 9/11 Act, includes the following allowable activities:

- Overtime expenses consistent with a State homeland security plan, including enhanced operations in support of federal agencies, including border security and border crossing enforcement;
- Establishing, enhancing and staffing State, local and regional fusion centers;
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts;
- Any other terrorism prevention activity authorized by the Administrator
- Provisions from Section 2008 also apply

The broad parameters of the historical LETPP program are still allowable under SHSP and UASI. These include the following activities:

- Information sharing and analysis
- Target hardening
- Threat recognition
- Terrorist interdiction
- Subject to the limitations on Organization and Personnel Costs outlined above, overtime expenses consistent with a State Homeland Security Plan, including for the provision of enhanced law enforcement operations in support of Federal agencies, including for increased border security and border crossing enforcement
- Subject to the limitations on Organization and Personnel Costs outlined above, establishing, enhancing, and staffing State, local, and regional fusion centers with appropriately qualified personnel
- Subject to the limitations on Organization and Personnel Costs outlined above, paying salaries and benefits for personnel, including individuals employed by the grant recipient on the date of the relevant grant application, to serve as qualified intelligence analysts

Secure Identification

In addition to the expenditures outlined above, SHSP funds may be used to support the Department's efforts to enhance secure identification. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems, are a priority. DHS is currently developing and implementing a number of high profile screening programs in which secure identification credentials figure prominently. These include the REAL ID program which aims to enhance the security, integrity and protection of licensing and identification systems across the country; the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners; and the credentialing of First Responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

REAL ID specific allowable activities include: planning activities related to REAL ID compliance, related personal identification verification systems enhancements; personnel and management costs related to REAL ID compliance activities; and acquisitions for hardware and software related to ensuring compatibility with REAL ID technologies.

As to TWIC, specific allowable activities include: projects that involve new installations or upgrades to access control and identity management systems that exhibit compliance with TWIC standards and program specifications.

As to credentialing of First Responders, specific allowable activities include: development of standards-based technologies, policies, protocols, and practices for portable and functional solutions to first responder identification issues.

Note: Secure Identification projects requested and funded under SHSP must directly support SHSP mission goals and cannot supplant projects/activities funded under the REAL ID Grant Program.

F. Other Submission Requirements

The FY 2009 Investment Justification for HSGP will be web-based. The Investment Justification will be completed by applicants using the Grants Reporting Tool (GRT). Once Investment Justifications are marked 'complete' in GRT by applicants, the SAA will then need to submit the final application through grants.gov.

Please allow enough time before (or no later than 11:59 PM EDT) March 20, 2009 to complete the Investment Justification in GRT and submit the required application materials in grants.gov.

The following steps must be completed to submit an Investment Justification to FEMA GPD:

1. Log into the GRT

On January 1, 2009 users will be directed to log into the GRT to begin their completion of the online Investment Justification.

In order to complete the Investment Justification, applicants should direct their web browser to <https://www.reporting.odp.dhs.gov/>. To login, all users must have **active** GRT accounts and permission from their "SAA Admin" (as identified in the GRT) to edit and submit the online Investment Justification. SAA Admin users are asked to grant permissions to all State and local users that need applicable access to the Investment Justification Submission module. If you are an SAA responsible for the completion and submission of your Investment Justification and do not have a GRT account, please contact your FEMA Program Analyst. Once access has been granted, users may enter the Investment Justification Submission module, via the GRT, and complete their online Investment Justification.

2. Complete the Investment Justification in the GRT

The purpose of the Investment Justification Submission Module is to provide users the ability to complete and submit their FY 2009 Investment Justification online. A MS Word worksheet has been provided by FEMA to users so that they may begin completing their Investments prior to inputting the data into GRT.

Users can create up to 15 Investments and will have the opportunity to designate one or more of those Investments as a Multi-Applicant Investment (based on a submitting partner). Once finished entering Investment Justification information, State and local users can mark their Investments 'complete' and notify their SAA Admin of their Investment status.

Upon completion of all Investments, the SAA Admin is then required to make the final submission to FEMA through [grants.gov](http://www.grants.gov) (see Step 3).

3. Submit Investment Justification through [grants.gov](http://www.grants.gov)

After the Investment Justification application has been marked 'complete' in the GRT, SAAs on behalf of applicants thereafter must also apply through [grants.gov](http://www.grants.gov) at <http://www.grants.gov> to complete the submission process.

Please allow enough time before **(or no later than 11:59 PM EDT) March 20, 2009:**

- Complete the Investment Justification in the GRT first: **and**
- Upload the required application materials into [grants.gov](http://www.grants.gov).

Additional technical information regarding GRT Investment Justification Submission will be available to all users in the GRT IJ Submission Technical User's Guide.

PART V.

APPLICATION REVIEW INFORMATION

A. Review Criteria

FY 2009 HSGP will use risk-based prioritization for SHSP and UASI consistent with DHS policy outlined in this guidance document. Each applicant's targeted allocation will be determined using a combination of the results of the risk and effectiveness analyses.

Applications will be evaluated through a State and local peer review process for completeness, adherence to programmatic guidelines, feasibility, and how well the proposed Investment addresses the identified need(s) or capability shortfall(s). The Investment Justification requires narrative on strategic alignment, funding plan, milestones, project management, potential challenges, impact, and sustainability for each Investment. This information will be used to evaluate the anticipated effectiveness of all proposed Investments. Please refer to Section IV.B. for the Investment Justification questions and scoring criteria.

B. Review and Selection Process

The following process will be used to make awards under the program:

- FEMA will verify compliance with all administrative and eligibility criteria identified in the application kit, to include the required submission of Investment Justification by the established due dates.
- Eligible applications will be reviewed and scored through a State and local peer review process to analyze the anticipated effectiveness of proposed Investments. State and Urban Area Homeland Security Strategies and State Preparedness Reports will be reviewed by the peer review panels for context, but will not be scored.
- FEMA will use the results of both the risk analysis and the peer review to make recommendations for targeted funding to the Secretary of Homeland Security.

Note: Upon award, the recipient may only fund Investments that were included in the FY 2009 Investment Justification that was submitted to FEMA and evaluated through the peer review process. In addition, release of targeted HSGP funding is subject to successful completion and approval of Investment Justifications.

Funds Transfer Restriction. The recipient is prohibited from transferring funds between programs (SHSP, UASI, MMRS, and CCP).

Fusion Centers. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.

Multi-State Investments. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY 2009 Investment Justification that was submitted to FEMA and received a bonus in the effectiveness analysis.

C. Anticipated Announcement and Award Dates

FEMA will evaluate and act on applications within 90 days following close of the application period, consistent with the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009* (Public Law 110-329). Awards will be made on or before September 30, 2009.

PART VI.

AWARD ADMINISTRATION INFORMATION

A. Notice of Award

Upon approval of an application, the grant will be awarded to the grant recipient. The date that this is done is the “award date.” Notification of award approval is made through the Grants Management System (GMS). Once an award has been approved, a notice is sent to the authorized grantee official. Follow the directions in the notification and log into GMS to access the award documents. The authorized grantee official should carefully read the award and special condition documents. If you do not receive a notification, please contact your Program Analyst for your award number. Once you have the award number, contact the GMS Help Desk at (888) 549-9901, option 3, to obtain the username and password associated with the new award.

Awards made to SAAs for the HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the States to make funds available to local units of government⁶, combinations of local units, or other specific groups or organizations. The State’s pass-through period must be met within 45 days of the award date for the HSGP⁷. Four requirements must be met to pass-through grant funds:

- There must be some action to establish a firm commitment on the part of the awarding entity.
- The action must be unconditional (i.e., no contingencies for availability of SAA funds) on the part of the awarding entity.
- There must be documentary evidence of the commitment.
- The award terms must be communicated to the official grantee.

The SAA must obligate at least 80 percent of the funds awarded under SHSP and UASI to local units of government within 45 days of receipt of the funds. For Puerto Rico, the SAA must also obligate at least 80 percent of the funds to local units of government

⁶ As defined in the *House Report* (H. Rept. 110-862) and the *Senate Report* (S. Rept. 110-396) accompanying the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009* (Public Law 110-329), the term “local unit of government” means “any county, city, village, town, district, borough, parish, port authority, transit authority, intercity rail provider, commuter rail system, freight rail provider, water district, regional planning commission, council of government, Indian tribe with jurisdiction over Indian country, authorized Tribal organization, Alaska Native village, independent authority, special district, or other political subdivision of any State.”

⁷ For purposes of the FY 2009 HSGP, receipt of funds means the date on which funds are available for expenditure (e.g., all special conditions prohibiting obligation, expenditure and draw down have been removed).

within 45 days of receipt of the funds. Additionally, no pass-through requirements will be applied to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. Any UASI funds retained by the SAA must be used to **directly** support the designated Urban Areas in the State.

States must obligate at least 97 percent of MMRS grant funds within 45 days of receipt.

There are no obligation requirements for CCP. However, if funds are retained, consultation with local Citizen Corps Councils is required to ensure funds are expended in a manner that supports local or statewide efforts to educate, train, and involve citizens. Jurisdictions are encouraged to leverage available funding resources to support community preparedness and participation.

For SHSP and UASI programs involving obligation of funds, the State may retain some of the allocation of grant funds for expenditures made by the State on behalf of the local unit of government or Urban Area jurisdiction. This may occur only with the written consent of the local unit of government or Urban Area jurisdiction, with the written consent specifying the amount of funds to be retained and the intended use of funds. If a written consent agreement is already in place from previous fiscal years, FEMA will continue to recognize it for FY 2009. If any modifications to the existing agreement are necessary to reflect new initiatives, States should contact their assigned Program Analyst.

FEMA will track the congressionally-mandated obligation of funds to local units of government through each State's Initial Strategy Implementation Plan. In addition, FEMA strongly encourages the timely obligation of funds from local units of government to other subgrantees, as appropriate.

The period of performance is 36 months. Any unobligated funds will be deobligated at the end of the 90 day close-out period. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

B. Administrative and National Policy Requirements

- 1. State Preparedness Report.** The *Post-Katrina Emergency Management Reform Act of 2006* (Public Law 109-295) requires any State that receives Federal preparedness assistance to submit a State Preparedness Report to DHS. FEMA will provide additional guidance on the requirements for updating State Preparedness Reports. **Receipt of this report is a prerequisite for applicants to receive any FY 2009 DHS preparedness grant funding.**
- 2. Standard Financial Requirements.** The grantee and any subgrantee shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

2.1 -- Administrative Requirements.

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2.2 -- Cost Principles.

- 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

2.3 -- Audit Requirements.

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2.4 -- Duplication of Benefits. There may not be a duplication of any federal assistance, per A-87, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements.

3. Non-supplanting Requirement. Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

4. Technology Requirements.

4.1 -- National Information Exchange Model (NIEM). FEMA requires all grantees to use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.

4.2 -- Geospatial Guidance. Geospatial technologies capture, store, analyze, transmit, and/or display location-based information (i.e., information that can be linked to a latitude and longitude). FEMA encourages grantees to align any

geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

4.3 -- 28 CFR Part 23 guidance. FEMA requires that any information technology system funded or supported by these funds comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.

5. Administrative Requirements.

5.1 -- Freedom of Information Act (FOIA). FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

5.2 -- Protected Critical Infrastructure Information (PCII). The PCII Program, established pursuant to the *Critical Infrastructure Information Act of 2002* (Public Law 107-296) (CII Act), created a new framework, which enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information.

PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS encourages all SAAs to pursue PCII accreditation to cover their State government and attending local government agencies. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program. For additional information about PCII or the accreditation process, please contact the DHS PCII Program Office at pcii-info@dhs.gov.

5.3 -- Compliance with Federal civil rights laws and regulations. The grantee is required to comply with Federal civil rights laws and regulations.

Specifically, the grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

- *Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.* – no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance.
- *Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794* – no qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.
- *Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.* – discrimination on the basis of sex is eliminated in any education program or activity receiving Federal financial assistance.
- *The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.* – no person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity receiving Federal financial assistance.

Grantees must comply with all regulations, guidelines, and standards adopted under the above statutes. The grantee is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations.

5.4 -- Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see <http://www.lep.gov>.

5.5 -- Integrating individuals with disabilities into emergency planning.

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial from FEMA. In addition, Executive Order 13347, *Individuals with Disabilities in Emergency Preparedness* signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:

- **Comprehensive Preparedness Guide 301 (CPG-301): Interim Emergency Management Planning Guide for Special Needs Populations:** CPG-301 is designed to aid tribal, State, territorial, and local governments in planning for individuals with special needs. CPG-301 outlines special needs considerations for: Developing Informed Plans; Assessments and Registries; Emergency Public Information/Communication; Sheltering and Mass Care; Evacuation; Transportation; Human Services/Medical Management; Congregate Settings; Recovery; and Training and Exercises. CPG-301 is available at <http://www.fema.gov/pdf/media/2008/301.pdf>.
- **Guidelines for Accommodating Individuals with Disabilities in Disaster:** The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field. The Guidelines are available at <http://www.fema.gov/oe/reference/>.
- **Disability and Emergency Preparedness Resource Center:** A web-based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities. The "Resource Center" is available at <http://www.disabilitypreparedness.gov>.
- **Lessons Learned Information Sharing (LLIS) resource page on Emergency Planning for Persons with Disabilities and Special Needs:** A true one-stop resource shop for planners at all levels of government, non-governmental organizations, and private sector entities, the resource page provides more than 250 documents, including lessons learned, plans, procedures, policies, and guidance, on how to include

citizens with disabilities and other special needs in all phases of the emergency management cycle.

LLIS.gov is available to emergency response providers and homeland security officials from the Federal, State, and local levels. To access the resource page, log onto <http://www.LLIS.gov> and click on *Emergency Planning for Persons with Disabilities and Special Needs* under *Featured Topics*. If you meet the eligibility requirements for accessing Lessons Learned Information Sharing, you can request membership by registering online.

5.6 -- Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009* (Public Law 110-329), grant funds must comply with the following two requirements:

- None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
- None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

5.7 -- Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations.

The grantee shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact EHP resources cannot be initiated until FEMA has completed its review. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural,

biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives.

For certain types of projects, FEMA must consult with other Federal and State agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other agencies and organizations responsible for protecting natural and cultural resources. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects.

Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts. Grantees may use these funds toward the costs of preparing such documents and/or implementing treatment or mitigation measures. Failure of the grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and **modifications to buildings, structures and objects** that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

For more information on FEMA's EHP requirements, SAAs should refer to FEMA's Information Bulletin #271, *Environmental Planning and Historic Preservation Requirements for Grants*, available at

<http://ojp.usdoj.gov/odp/docs/info271.pdf>. Additional information and resources can also be found at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

5.8 -- Royalty-free License. Applicants are advised that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. Award recipients must agree to consult with FEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

5.9 -- FEMA GPD Publications Statement. Applicants are advised that all publications created with funding under any grant award shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

5.10 -- Equipment Marking. Applicants are advised that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

5.11 -- Disadvantaged Business Requirement. Applicants are advised that, to the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

5.12 -- National Preparedness Reporting Compliance. *The Government Performance and Results Act* (Public Law 103-62) (GPRA) requires that the Department collect and report performance information on all programs. For grant programs, the prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. FEMA anticipates using this information to inform future-year grant program funding decisions. Award recipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of the Inspector General, or the Government Accountability Office.

5.13 – Critical Emergency Supplies. In furtherance of DHS’s mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under SHSP. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA’s approval of a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under SHSP. GPD and LMD will establish guidelines and requirements for the purchase of these supplies under SHSP and monitor development and status of the State’s inventory management plan and distribution strategy.

C. Reporting Requirements

Reporting requirements must be met throughout the life of the grant (refer to the program guidance and the special conditions found in the award package for a full explanation of these requirements. Please note that FEMA Payment and Reporting System (PARS) contains edits that will prevent access to funds if reporting requirements are not met on a timely basis.

- 1. Financial Status Report (FSR) -- required quarterly.** Obligations and expenditures must be reported on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, FSR is due no later than April 30). A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FSR is due 90 days after the end date of the performance period.

FSRs must be filed online through the PARS.

Reporting periods and due dates:

- October 1 – December 31; *Due January 30*
- January 1 – March 31; *Due April 30*
- April 1 – June 30; *Due July 30*
- July 1 – September 30; *Due October 30*

- 2. Categorical Assistance Progress Report (CAPR).** Following an award, the awardees will be responsible for providing updated obligation and expenditure information on a semi-annual basis. The applicable SAAs are responsible for

completing and submitting the CAPR reports. Awardees should include a statement in the narrative field of the CAPR that reads: *See BSIR*.

The CAPR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Future awards and fund drawdowns may be withheld if these reports are delinquent.

CAPRs must be filed online at <https://grants.ojp.usdoj.gov>. Guidance and instructions can be found at <https://grants.ojp.usdoj.gov/gmsHelp/index.html>.

Required submission: CAPR (due semi-annually).

- 3. Initial Strategy Implementation Plan (ISIP).** Following an award, the awardees will be responsible for providing updated obligation and expenditure information to meet the pass-through requirement. The applicable SAAs are responsible for completing and submitting the ISIP online.

Required submission: ISIP (due within 45 days of the award date)

- 4. Biannual Strategy Implementation Reports (BSIR).** Following an award, the awardees will be responsible for providing updated obligation and expenditure information on a semi-annual basis. The applicable SAAs are responsible for completing and submitting the BSIR reports which is a component of the CAPR. The BSIR submission will satisfy the narrative requirement of the CAPR. SAAs are still required to submit the CAPR with a statement in the narrative field that reads: *See BSIR*.

The BSIR is due within 30 days after the end of the reporting period (July 30 for the reporting period of January 1 through June 30; and January 30 for the reporting period of July 1 through December 31). Updated obligations and expenditure information must be provided with the BSIR to show progress made toward meeting strategic goals and objectives. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Required submission: BSIR (due semi-annually).

- 5. Exercise Evaluation and Improvement.** Exercises, implemented with grant funds, should be threat and performance-based and should evaluate performance of the targeted capabilities required to respond to the exercise scenario. Guidance related to the conduct exercise evaluations and the implementation of improvement is defined in the *Homeland Security Exercise and Evaluation Program (HSEEP) Manual* located at <http://www.fema.gov/government/grant/administration.shtm>. Grant recipients must report on scheduled exercises and ensure that an After Action Report (AAR) and Improvement Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA

secure Portal (<https://preparednessportal.dhs.gov/>) within 60 days following completion of the exercise.

The AAR documents the demonstrated performance of targeted capabilities and identifies recommendations for improvements. The IP outlines an exercising jurisdiction(s) plan to address the recommendations contained in the AAR. At a minimum, the IP must identify initial action items and be included in the final AAR. Guidance for the development of AARs and IPs is provided in the HSEEP manual.

Required submissions: AARs and IPs (as applicable).

- 6. Financial and Compliance Audit Report.** Recipients that expend \$500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accountability Office, *Government Auditing Standards*, located at <http://www.gao.gov/govaud/ybk01.htm>, and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, the Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2009 HSGP assistance for audit and examination purposes, provided that, in the opinion of the Secretary or the Comptroller, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller, through any authorized representative, access to, and the right to examine all records, books, papers or documents related to the grant.

The State shall require that sub-grantees comply with the audit requirements set forth in *OMB Circular A-133*. Recipients are responsible for ensuring that sub-recipient audit reports are received and for resolving any audit findings.

Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Programmatic monitoring may also include the Regional Federal Preparedness Coordinators, when appropriate, to ensure consistency of project Investments with Regional and National goals and policies, as well as to help synchronize similar investments ongoing at the Federal, State, and local levels.

Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

The recipient is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, and refunding expenditures disallowed by audits.

Grant Close-Out Process

Within 90 days after the end of the period of performance, grantees must submit a final FSR and final CAPR detailing all accomplishments throughout the project. After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The notice will indicate the project as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FSR. The grantee is responsible for returning any funds that have been drawdown but remain as unliquidated on grantee financial records.

Required submissions: (1) final SF-269a, due 90 days from end of grant period; and (2) final CAPR, due 90 days from the end of the grant period.

PART VII.

FEMA CONTACTS

This section describes several resources that may help applicants in completing a FEMA grant application. During the application period FEMA will identify multiple opportunities for a cooperative dialogue between the Department and applicants. This commitment is intended to ensure a common understanding of the funding priorities and administrative requirements associated with the FY 2009 HSGP, and to help in submission of projects that will have the highest impact on reducing risks.

- 1. Centralized Scheduling & Information Desk (CSID) Help Line.** CSID is a non-emergency resource for use by emergency responders across the nation. CSID is a comprehensive coordination, management, information, and scheduling tool developed by DHS through FEMA for homeland security terrorism preparedness activities. CSID provides general information on all FEMA grant programs and information on the characteristics of CBRNE, agro-terrorism, defensive equipment, mitigation techniques, and available Federal assets and resources.

CSID maintains a comprehensive database containing key personnel contact information for homeland security terrorism preparedness programs and events. These contacts include personnel at the Federal, State and local levels. CSID can be contacted at (800) 368-6498 or askcsid@dhs.gov. CSID hours of operation are from 8:00 am–6:00 pm (EST), Monday-Friday.

- 2. Grant Programs Directorate (GPD).** FEMA GPD will provide fiscal support, including pre- and post-award administration and technical assistance, to the grant programs included in this solicitation. Additional guidance and information can be obtained by contacting the FEMA Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov.
- 3. GSA's State and Local Purchasing Programs.** The U.S. General Services Administration (GSA) offers two efficient and effective procurement programs for State and local governments to purchase products and services to fulfill homeland security and other technology needs. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term, indefinite delivery, indefinite quantity, government-wide contracts with commercial firms of all sizes.
 - Cooperative Purchasing Program
Cooperative Purchasing, authorized by statute, allows State and local governments to purchase a variety of supplies (products) and services under

specific GSA Schedule contracts to save time, money, and meet their everyday needs and missions.



The Cooperative Purchasing program allows State and local governments to purchase alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services off of Schedule 84 and Information Technology products and professional services off of Schedule 70 and the Consolidated Schedule (containing IT Special Item Numbers) **only**. Cooperative Purchasing for these categories is authorized under Federal law by the *Local Preparedness Acquisition Act* (Public Law 110-248) and Section 211 of the *E-Government Act of 2002* (Public Law 107-347).

Under this program, State and local governments have access to GSA Schedule contractors who have voluntarily modified their contracts to participate in the Cooperative Purchasing program. The U.S. General Services Administration provides a definition of State and local governments as well as other vital information under the frequently asked questions section on its website at <http://www.gsa.gov/cooperativepurchasing>.

- **Disaster Recovery Purchasing Program**

GSA plays a critical role in providing disaster recovery products and services to Federal agencies. Now State and Local Governments can also benefit from the speed and savings of the GSA Federal Supply Schedules. Section 833 of the *John Warner National Defense Authorization Act for Fiscal Year 2007* (Public Law 109-364) amends 40 U.S.C. §502 to authorize GSA to provide State and Local governments the use of ALL GSA Federal Supply Schedules for purchase of products and services to be used to *facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to facilitate **recovery** from terrorism or nuclear, biological, chemical, or radiological attack.*

GSA provides additional information on the Disaster Recovery Purchasing Program website at <http://www.gsa.gov/disasterrecovery>.

State and local governments can find a list of contractors on GSA's website, <http://www.gsa/library.gsa.gov>, denoted with a  or  symbol.

Assistance is available from GSA on the Cooperative Purchasing and Disaster Purchasing Program at the local and national levels. For assistance at the local level, visit <http://www.gsa.gov/csd> to find a local customer service director in your area. For assistance at the national level, contact Tricia Reed at tricia.reed@gsa.gov, (571) 259-9921. More information is available on all GSA State and local programs at: www.gsa.gov/stateandlocal.

- 4. Exercise Direct Support.** FEMA provides support to Regions, States, and local jurisdictions in accordance with State Homeland Security Strategies and the Homeland Security Exercise and Evaluation Program (HSEEP). Support is available to conduct a Training and Exercise Plan (TEP) workshop, to develop a Multi-year TEP, and to build or enhance the capacity of a jurisdiction to design, develop, conduct, and evaluate effective exercises.

In FY 2009, support for planning and conduct of exercises has shifted in strategy from a State-focused approach, organized by National Preparedness Directorate Headquarters, to a regional (multi-State) approach, organized by the FEMA Regions, to more effectively integrate national, regional, territorial, tribal, State, and local preparedness exercises. At this time, the Regional Exercise Support Program will support discussion-based exercises (i.e., seminar, workshop or tabletop), operations-based exercises (i.e. drills, functional exercises, full scale exercises), and TEP workshops within each of the 10 FEMA Regions. The Regional Exercise Support Program support is not limited to new exercise initiatives and can be applied to ongoing exercises to maintain continuity of existing planning schedules. Applicants are encouraged to coordinate requests for exercise support through the appropriate FEMA Regional Exercise Officer. State requests for support will be considered, however, priority will be given to exercise initiatives that support collaboration within a Region.

Additional guidance on the Regional Exercise Support Program to include the application process and information on the HSEEP is available on the HSEEP website, <https://hseep.dhs.gov>.

- 5. Homeland Security Preparedness Technical Assistance Program.** The Homeland Security Preparedness Technical Assistance Program (HSPTAP) provides direct support assistance on a first-come, first-served basis (and subject to the availability of funding) to eligible organizations to enhance their capacity and preparedness to prevent, protect against, respond to, and recover from terrorist and all hazard threats. In addition to the risk assessment assistance already being provided, FEMA also offers a variety of other direct support assistance programs.

More information can be found at http://www.fema.gov/about/divisions/pppa_ta.shtm

- 6. Lessons Learned Information Sharing (LLIS) System.** LLIS is a national, online, secure website that houses a collection of peer-validated lessons learned, best practices, AARs from exercises and actual incidents, and other relevant homeland security documents. LLIS facilitates improved preparedness nationwide by providing response professionals with access to a wealth of validated front-line expertise on effective planning, training, equipping, and operational practices for homeland security.

The LLIS website also includes a national directory of homeland security officials, as well as an updated list of homeland security exercises, events, and conferences.

Additionally, LLIS includes online collaboration tools, including secure email and message boards, where users can exchange information. LLIS uses strong encryption and active site monitoring to protect all information housed on the system. The LLIS website is <https://www.llis.gov>.

- 7. Information Sharing Systems.** FEMA encourages all State, regional, local, and Tribal entities using FY 2009 funding in support of information sharing and intelligence fusion and analysis centers to leverage available Federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN). For additional information on LEO, contact the LEO Program Office at leoprogramoffice@leo.gov or (202) 324-8833. For additional information on HSIN and available technical assistance, contact the HSIN Help Desk at (703) 674-3003.

PART VIII. OTHER INFORMATION – HSGP ALLOWABLE COSTS

FY 2009 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2009 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MMRS	CCP	LETPA
Allowable Planning Costs					
Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario	Y	Y	Y	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives	Y	Y	Y	Y	Y
Developing related terrorism prevention activities	Y	Y	Y	Y	Y
Developing and enhancing plans and protocols	Y	Y	Y	Y	Y
Developing or conducting assessments	Y	Y	Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y	Y	Y	Y
Conferences to facilitate planning activities	Y	Y	Y	Y	Y
Materials required to conduct planning activities	Y	Y	Y	Y	Y
Travel/per diem related to planning activities	Y	Y	Y	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y	Y
Allowable Organizational Activities					
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared alert (up to 50 percent of the allocation)	Y	Y			Y

Allowable Program Activities Current as of FY 2009 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MMRS	CCP	LETPA
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y			Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	Y	Y			Y
Allowable Equipment Categories					
Personal Protective Equipment	Y	Y	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y			Y
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y	Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y	Y
Interoperable Communications Equipment	Y	Y	Y	Y	Y
Detection	Y	Y	Y		
Decontamination	Y	Y	Y		
Medical	Y	Y	Y	Y	
Power	Y	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y		Y
CBRNE Incident Response Vehicles	Y	Y	Y	Y	Y
Terrorism Incident Prevention Equipment	Y	Y			Y
Physical Security Enhancement Equipment	Y	Y			Y
Inspection and Screening Systems	Y	Y	Y		Y
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y	Y		
CBRNE Prevention and Response Watercraft	Y	Y			Y
CBRNE Aviation Equipment	Y	Y	Y		
CBRNE Logistical Support Equipment	Y	Y	Y	Y	Y
Intervention Equipment	Y	Y			Y
Other Authorized Equipment	Y	Y	Y	Y	Y
Allowable Training Costs					
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y	Y

Allowable Program Activities Current as of FY 2009 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MMRS	CCP	LETPA
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y
Allowable Exercise Related Costs					
Design, Develop, Conduct and Evaluate an Exercise	Y	Y	Y	Y	Y
Exercise planning workshop	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	Y	Y	Y	Y	Y
Implementation of HSEEP	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y
Allowable Management & Administrative Costs					
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y	Y

OTHER INFORMATION – HSGP ALLOWABLE EXPENSES

Overview

The following provides guidance on allowable costs within Planning, Equipment, Training, and Exercise activities.

Planning Activities Information

The *FY 2009 HSGP Guidance and Application Kit* defines five broad categories of allowable planning costs. Following are examples for each of the categories.

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the National Preparedness Guidelines
 - Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP)
 - Aligning SCIPs and TICPs to the goals and objectives of the National Emergency Communications Plan (NECP)
 - Costs associated with the adoption, implementation and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework.
 - Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
 - Establishing or enhancing mutual aid agreements
 - Developing communications and interoperability protocols and solutions
 - Conducting local, regional, and Tribal program implementation meetings
 - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
 - Designing State and local geospatial data systems
 - Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness
 - Preparing materials for the State Preparedness Report (SPR)

- Developing related terrorism prevention activities including:
 - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
 - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
 - Developing and planning for information/intelligence sharing groups
 - Hiring contractors and consultants to make recommendations on the development of a fusion center
 - Integrating and coordinating public health care and health security data-gathering (threats to human and animal health) within State and local fusion centers to achieve early warning and mitigation of health events
 - Integrating and coordinating private sector participation with fusion center activities
 - Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
 - Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
 - Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
 - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - Citizen Corps volunteer programs and other activities to strengthen citizen participation
 - Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign
 - Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
 - Multi-Jurisdiction Bombing Prevention Plans (MJBPP)⁸
 - Underwater Terrorist Protection Plans

⁸ The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive device recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

- Developing and enhancing plans and protocols, including but not limited to:
 - Developing or enhancing EOPs and operating procedures
 - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
 - Implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP)
 - Aligning SCIPs and TICPs to the goals and objectives of the NECP
 - Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
 - Developing terrorism prevention/deterrence plans
 - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - Developing or enhancing border security plans
 - Developing or enhancing cyber security plans
 - Developing or enhancing secondary health screening protocols at major points of entry (air, rail, port)
 - Developing or enhancing cyber risk mitigation plans
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
 - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
 - Developing or updating local or regional communications plans
 - Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
 - Developing or enhancing continuity of operations and continuity of government plans
 - Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
 - Developing or enhancing evacuation plans
 - Developing or enhancing citizen surge capacity
 - Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
 - Developing or enhancing Bombing Prevention Plans
 - Developing school preparedness plans
 - Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support

- o each Emergency Support Function, to include appropriate considerations for special needs populations
 - o Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
 - o Designing and developing State and local geospatial data systems
- Developing or conducting assessments, including but not limited to:
 - o Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
 - o Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
 - o Developing border security operations plans in coordination with CBP
 - o Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
 - o Updating and refining threat matrices
 - o Conducting cyber risk and vulnerability assessments
 - o Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
 - o Conducting Bombing Prevention Capability Analysis
 - o Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
 - o Activities that directly support the identification of pre-designated temporary housing sites
 - o Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
 - o Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
 - o Soft target security planning (public gatherings)
 - o Participating in the FEMA Gap Analysis Program

MMRS Planning. The MMRS Leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Critical factors in planning are to ensure that

- a. The MMRS Jurisdiction has an applicable and up to date plan for responding to a mass casualty incident caused by any hazards; and
- b. applicable procedures and operational guides to implement the response actions within the local plan.

CCP Planning. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, HSGP funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national Ready Campaign materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.
 - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <https://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.
 - Allowable expenditures include:
 - Media campaigns: PSAs, camera-ready materials, website support, newsletters
 - Outreach activities and public events: booth displays; event backdrops or signs; displays and demonstrations; and informational materials such as brochures/flyers
 - Promotional materials: pens/pencils, pins, patches, magnets, souvenir clothing/headwear, etc. Expenditures for promotional items must not exceed 15 percent of the total Citizen Corps Program allocation (see CCP Equipment for information on equipment caps.)
- Establishing, enhancing or expanding volunteer programs and volunteer recruitment efforts.
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.
 - Examples include:

- Recruiting, screening, and training volunteers (e.g. background checks)
 - Retaining, recognizing, and motivating volunteers (e.g. volunteer recognition items, such as certificates or plaques).
 - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws
 - Necessary non-structural accommodations to include persons with special needs (i.e. sign language interpreters)
 - Evaluating volunteers
- Organizational activities supported with CCP funding are limited to 25 percent of the grantee's CCP funding. Organizational activities include hiring of full- or part-time staff or contractors for emergency management activities.

Additional Equipment Information

MMRS Equipment. MMRS funds may be used for equipment acquisition from the MMRS equipment categories listed in the AEL. MMRS grant funds are intended to ensure an appropriate supply of pharmaceuticals and equipment, personal protective equipment, as well as detection equipment for chemical, biological, radiological nuclear and explosive incidents for the first crucial hours of a response to a mass casualty incident.

MMRS grant funds cannot be used to duplicate supplies already available through local and State sources, including local/regional public health offices and hospital associations, or other Federal programs.

Procurements should have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response.

Prior to procuring pharmaceuticals and equipment with MMRS grant funds, grantees must have in place an inventory management plan. The inventory management plan should avoid large periodic variations in supplies due to coinciding purchase and expiration dates. MMRS grantees are strongly encouraged to enter into rotational procurement agreements with vendors and distributors.

Purchases of pharmaceuticals have to include a budget for the disposal of expired drugs within the Period of Performance of the FY 2009 MMRS grant. The cost of disposal cannot be carried over to another FEMA grant or grant period.

CCP Equipment. States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness

and response. All allowable equipment costs are listed in the AEL, available at <https://www.rkb.us>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. CCP funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members).

Training Information and Requirements

- 1. Training Information Reporting System (“Web-Forms”).** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/territory TPOC with the reporting of State and Federal sponsored training supported by HSGP funds. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.
- 2. Types of training.** FEMA facilitates a number of different training sources:
 - **FEMA Provided Training:** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by FEMA. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), National Emergency Training Center (National Fire Academy and the Emergency Management Institute), and FEMA Training Partners funded through the Continuing and Demonstration Training grant programs.
 - **Training Not Provided by FEMA:** These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.
 - **State Sponsored Courses:** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
 - **Approved State Sponsored Course Catalog:** This catalog lists State/territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated

version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.

- **Federal Sponsored Courses:** This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA.
- **Approved Federal Sponsored Course Catalog:** This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at http://www.firstrespondertraining.gov/odp_webforms.

FEMA Provided Training. FEMA funds the direct delivery of a variety of courses that States can request to meet training needs. These courses are listed in the FEMA approved course catalog listed at http://www.firstrespondertraining.gov/odp_webforms.

Each FEMA Training Partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the Training Partner can continue to offer the classes to the States through one of two methods—the Voluntary Training Enhancement Program (VTEP) or the Excess Delivery Acquisition Program (EDAP).

VTEP is a voluntary program designed to increase flexibility for States and territories while enhancing FEMA's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years **may** be used to support a State, territory, or Urban Area's implementation of this program. Through VTEP, the SAA has the authority to adopt various TEI/TO provided programs for delivery by institutions within its State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum.

EDAP allows a FEMA Training Partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. This cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

Attending Training Not Provided by FEMA (State or Federal Sponsored Courses). States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and Strategy of preparing State and local personnel or citizens to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.

States, territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by FEMA, but supported with HSGP funds. This information will consist of

course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. States, territories, and Urban Areas intending to use FEMA funds to support attendance at training not provided by FEMA must ensure these courses:

- Fall within the FEMA mission scope to prepare State and local personnel to prevent, protect against, respond to, and recover from acts of terrorism and catastrophic events
- Build additional capabilities that a) support a specific training need identified by the State, territory, and Urban Area, and b) comport with the State, territory, or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*
- Address specific capabilities and related tasks articulated in the September 2006 version of the TCL, available through LLIS
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

In support of the continuing efforts to build common catalogs of approved training not provided by FEMA, the SAA/TPOC will be allowed three deliveries of the same course within a State/territory before the course is required to go through the FEMA State course review and approval process. Additional course deliveries will be authorized during the review period. However, if the course is disapproved as part of the process, no additional FEMA funds can be dedicated to attending the course.

State and Federal-Sponsored Course Catalogs. Courses approved by FEMA will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the FEMA Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at http://www.firstrespondertraining.gov/odp_webforms.

FEMA will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment.
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the FEMA Strategy for Blended Learning and access the Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/admin>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

States and territories are required to conduct an annual Training and Exercise Plan Workshop to identify key priorities and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises discussion immediately following.

CCP Training. Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community-based training workshops, seminars, demonstrations, or conferences. Examples include: CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer training. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) be classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training. There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, or Teen CERT Train-the-Trainer courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and special needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with special needs is allowable (i.e. sign language interpreters). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2009 CCP funding.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an

employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed.

- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in a Information Bulletin #193, issued October 20, 2005.

Exercise Requirements

- 1. Training and Exercise Plan Workshop.** States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (T&EPW). A Multi-year Training and Exercise Plan must be produced from the T&EPW and submitted to the State's respective Exercise Manager and Program Analyst. This plan must be updated annually.

The Training and Exercise Plan will include the State's training and exercise priorities, associated capabilities, and a multi-year training and exercise schedule. The Plan and the schedule must both be submitted within 60 days of the workshop and should reflect all exercises that are being conducted throughout the State. All scheduled exercises must be entered through the National Exercise Schedule (NEXS) Application, which is located on the HSEEP website. A template of the Multi-year Training and Exercise Plan can be found in HSEEP Volume guidance and on the HSEEP website (<https://hseep.gov>) under the Sample Exercise Documents section.

States must complete a cycle of exercise activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan. Further guidance

concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

- 2. Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size, as defined by the National Response Framework.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

- 3. Models, Simulations and Games (MS&G).** Grantees who wish to expend funds on models, simulations, or games (MS&G) must consult with *“Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III,”* which provides an overview and analysis of existing models, simulations, and games. Grantees can also consult with the MS&G Decision Support System, which automates the aforementioned report into a searchable database. Both the report and system are available through the HSEEP website.
- 4. Special Event Planning.** If a State or Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for that event. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- 5. Exercise Evaluation.** All exercises will be performance-based and evaluated. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to FEMA within 60 days, following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through Exercise Evaluation Guides (EEGs) found in HSEEP Volume IV. All applicants are encouraged to use the Lessons Learned Information Sharing System (LLIS.gov) as a source for lessons learned and to exchange best practices.

- 6. Self-Sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- 7. Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State and local jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s).

MMRS Exercises. The scenarios used in MMRS exercises should focus on incidents that would be catastrophic to the grant implementer's community and/or have national impact caused by any hazard. Grantees are encouraged to use scenarios with a focus on medical issues related to preparedness and response. Scenarios should test appropriate Target Capability that support the MMRS mission.

Citizen participation in exercises is strongly encouraged and should be coordinated with the local Medical Reserve Corps and Citizen Corps Council. Volunteer roles and responsibilities include, but are not limited to, backfilling non-professional tasks for first responders deployed on exercise planning and implementation, providing simulated victims, media, and members of the public; supporting surge capacity functions; and participating in the after-action review.

MMRS jurisdictions, in coordination with regional, Urban Area, and State exercise and public health officials, are expected to schedule, design, conduct, and evaluate mass casualty exercises that are in compliance with both FEMA and CDC Public Health Emergency Preparedness Cooperative Agreement Exercise requirements and guidance.

CCP Exercises. Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, or national level, to include the Top Officials Exercise (TOPOFF).

Allowable Exercise Costs

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable (see above).
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

OTHER INFORMATION – Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

Planning Activity Examples

Establishment / Enhancement of Fusion Centers

- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of the fusion center

Other Allowable Planning Activity Examples

- Conducting point vulnerability analyses and assessments
- Soft target security planning (public gatherings)
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols.
- Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Designing and developing State and local geospatial data systems
- Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
- Integrating and coordinating private sector participation with fusion center activities

Training Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

Establishment / Enhancement of Fusion Centers. Grant funds may be used to support intelligence analyst training in the following manners:

- **Participation in DHS approved intelligence analyst training:** States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of this guidance document. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at http://www.firstrespondertraining.gov/odp_webforms.
- **Limited participation in non-FEMA approved intelligence analyst training:** States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of this guidance document.

A certificate of completion of all intelligence analyst training must be on file with the SAA and must be made available to Program Analysts upon request upon the hiring of personnel.

Additional Allowable Training Activities

Allowable costs include training courses that focus on:

- Building information sharing capacities (especially among law enforcement, non-law enforcement, other government agencies, and the private sector)
- Methods of target hardening
- Facility law enforcement security personnel, to include facilities, vessels and ports
- CBRNE, agriculture, and cyber threats
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols
- Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Cyber/agriculture/food security threats recognition and protective measures training
- Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- Languages, such as Arabic, Urdu, or Farsi, which are spoken by known terrorists and terrorist organizations
- Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- Use of interoperable communications equipment
- Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

Exercise Activity Examples

Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework.
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- “Red Team” (force on force) exercises
- Interoperable communications exercises
- Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

EXHIBIT K

ATTACHMENT C

FISCAL YEAR 2009 HOMELAND SECURITY GRANT PROGRAM
CALIFORNIA SUPPLEMENT

OCTOBER 2010

California Emergency Management Agency



FY09 Homeland Security Grant Program

California Supplement to Federal Program Guidance and Application Kit

May 14, 2009

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Arnold Schwarzenegger, Governor

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Matthew R. Bettenhausen, Secretary
Frank McCarton, Undersecretary
Peggy Okabayashi, Assistant Secretary

GRANTS MANAGEMENT DIVISION

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FOREWORD: SECRETARY'S MESSAGE

I wanted to take this opportunity to introduce you to California's newest state agency, the California Emergency Management Agency (CalEMA). California continues to be a national leader in homeland security and emergency management and the fusion of the talents, capabilities and resources of the Office of Emergency Services (OES) and the Office of Homeland Security (OHS) has been a long time coming. Each of us around the state, with our different roles in California's emergency management, are partners in this new endeavor and I look forward to working with everyone again this year.

Despite changes within our agency, we remain steadfast to the four mission areas of the Homeland Security Grant Program: prevent, prepare, respond and recover. I am pleased to report major progress across the board – from developing training courses and strengthening information sharing capabilities to assessing security and bolstering response capabilities. The work we have done with this program has made significant progress to ensure the security of our citizens, critical infrastructure, and key resources. To continue that progress, I am pleased to present the FY2009 California Supplement to the Federal Guidance.

As you review the guide, you will see that there are various changes while several aspects remain the same. I realize that the changes in the rules and guidance require a lot of effort, but in the end this program is an important and integral component in the safety of California. Throughout the duration of the grant, CalEMA program representatives will be available to assist you in enhancing your homeland security programs. Please don't hesitate to contact them with any questions or concerns.

Let me close by thanking all of you involved in this program for the work that you do to make sure we wisely invest these valuable funds. It is your excellent contributions and achievement of objectives that have made California a better place to live and do business; California communities are safer, we have more trained and equipped first responders, and we continue to move forward with a number of important initiatives. The people of California owe you a debt of gratitude for your tireless efforts and I know they can count on you to continue to utilize the opportunities that come with the FY2009 HSGP.



MATTHEW R. BETTENHAUSEN
Secretary
California Emergency Management Agency

SECTION 1 – OVERVIEW

Federal Program Guidance	<p>The U.S. Department of Homeland Security (DHS) published the <i>FY09 Homeland Security Grant Program, Program Guidance and Application Kit</i> on November 5, 2008. The Guidance and Application Kit may be obtained at: http://www.ohs.ca.gov/pdf/fy09_fed_guidance.pdf</p>
Information Bulletins	<p>DHS also issues Information Bulletins that provide updates, clarification, and requirements throughout the life of the grant. Information Bulletins may be obtained at: http://www.ojp.usdoj.gov/odp/docs/bulletins.htm</p>
Purpose of the California Supplement	<p>The <i>California Supplement to the Federal Program Guidance</i> is intended to complement, rather than replace, the Guidance published by DHS. The Supplement will emphasize the differences between the FY08 and FY09 Homeland Security Grant Programs (HSGP), and will include additional California policies and requirements applicable to the FY09 HSGP.</p>
Grant Management Memos	<p>CalEMA also issues Grant Management Memos (GMM) that provide additional information. GMMs can be located at: http://homeland.ca.gov/grants_management_memo.html</p>
Eligible Subgrantees	<p>Eligible subgrant recipients, referred to as Subgrantees, differ for each program. Generally, eligible subgrant recipients include:</p> <ul style="list-style-type: none">• Operational Areas (OA)<ul style="list-style-type: none">○ Includes the Metropolitan Medical Response System (MMRS)○ Native American Tribes – represented by a single coordinating group• Urban Area Security Initiative Jurisdictions (UASI)• State Agencies (SA)<ul style="list-style-type: none">○ Includes the Citizen Corps Program (CCP)
Native American Allocation	<p>Federal FY09 grant guidance requires CalEMA to provide access to the SHSGP funds directly to Native American Tribes in California. In order for CalEMA to implement this requirement, a single coordinating group representing the California tribes will be eligible to receive a share of this funding on a base plus population basis. In order to submit an application for funding, California's 108 tribes shall develop a single coordinating group that represents all or substantially all of the tribes. The single coordinating group shall have until November 7, 2009 to submit to CalEMA its membership, organizational structure and plan for developing coordinated funding priorities among all or substantially all of the California Tribes. All subgrantees are encouraged to coordinate with Tribal Governments to ensure that Tribal needs are considered in the subgrantees applications.</p>

Subgrantee Allocations It is anticipated that DHS's announcement of funding to California will be made on June 17, 2009. Subgrantee allocation information will be made available afterwards via a CalEMA Grant Management Memo (GMM).

Supplanting Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subgrantees will be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Public/Private Organizations Subgrantees may contract with any other public or private organizations to perform eligible activities on approved projects

Debarred/Suspended Parties Subgrantees must not make or permit any award (subgrant or contract) at any tier to any party that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs. Subgrantees must obtain documentation of eligibility prior to any subaward of HSGP funds and be prepared to present supporting documentation to monitors.

CalEMA Contact Information All subgrantee application materials, related questions, comments and correspondence should be directed to:

California Emergency Management Agency
ATTN: Grants Management Division
State Capitol
Sacramento, CA 95814

CalEMA Main Phone Line: (916) 845-8510
Fax: (916) 324-5902

California Emergency Management Website:
<http://www.calema.ca.gov>

For additional assistance, please contact your regional representative:
Cameron Bardwell at cameron.bardwell@ohs.ca.gov or (916) 322-8740
Tracey Frazier at tracey.frazier@ohs.ca.gov or (916) 324-6342
Maybel Garing at maybel.garing@ohs.ca.gov or (916) 324-9312
Sarah Knight at sarah.knight@ohs.ca.gov or (916) 322-9067
Leo LaMattina at leo.lamattina@ohs.ca.gov or (916) 324-6347
Rachel Magaña at rachel.magana@ohs.ca.gov or (916) 324-9314

CalEMA regional representatives may be located on the regional map at:
http://www.ohs.ca.gov/pdf/homeland_security_regional_map.pdf

**CalEMA
Contact
Information
(Cont.)**

CalEMA Training Website:
<http://www.ohs.ca.gov/hseep/traininghome.html>

The 2009 HSGP Financial Management Forms Workbook (FMFW)
Version 1.09:
http://www.ohs.ca.gov/FY2009_HSGP.html

**ODP Secure
Portal**

To obtain access to the Office of Domestic Preparedness (ODP) secure portal, please contact BJ Bjornson, Secure Portal Administrator, CalEMA, Training and Exercise Program (T&E) at bj.bjornson@ohs.ca.gov or (916) 826-4488.

The ODP Secure Portal may be obtained at:
<http://preparednessportal.dhs.gov/>

**Grants
Reporting Tool**

To obtain access to the online Grants Reporting Tool (GRT), please log on to their website at www.reporting.odp.dhs.gov. To create a new account, follow the instructions that read, "If you need to register for an account, please click here."

For additional assistance with the GRT, please contact:
Inam Ali at inam.ali@ohs.ca.gov or (916) 324-6054
Sabra Bowen at sabra.bowen@ohs.ca.gov or (916) 324-9315
Rose Nguyen at rose.nguyen@ohs.ca.gov or (916) 322-2607
Akira Yamamoto at akira.yamamoto@ohs.ca.gov or (916) 322-2643

SECTION 2 – KEY CHANGES AND INITIATIVES

Federal Changes and Initiatives

FEDERAL

HSGP Priorities

Priorities for this year continue to further narrow the focus through the risk-based funding and the capability-based planning process. FY09 HSGP (State Homeland Security Program [SHSP], Urban Areas Security Initiative [UASI], Metropolitan Medical Response System [MMRS], and Citizen Corps Program [CCP]) will focus on the following objectives as highest priorities:

- Addressing Capability Requirements and Measuring Progress in Achieving the National Preparedness Guidelines
- Strengthen Preparedness Planning and Citizen Preparedness Capabilities
- Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities:
- Strengthen Information Sharing and Collaboration Capabilities via the National Network of Fusion Centers
- Strengthen Medical Surge and Mass Prophylaxis

At least 25% of FY09 HSGP funding, must be collectively allocated to the Strengthening Preparedness Planning Priority through planning, training and exercise activities (see Part I of the DHS FY09 HSGP Guidance for additional information).

At least 25% of FY09 HSGP funding must be dedicated to law enforcement-oriented planning, organization, training, exercise, and equipment activities(see Part I of the DHS FY09 HSGP Guidance for additional information).

Personnel Costs – As directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act*, all personnel and personnel-related costs, including those for intelligence analysts and consultants, are allowed up to 50% of SHSP and UASI funding without time limitation placed on the period of time that such personnel can serve under the grant. These guidelines are not retroactive to previous fiscal years of HSGP funding (see Part IV.E.4 of the DHS FY09 HSGP Guidance for additional information).

Critical Emergency Supplies – In furtherance of DHS’s mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under FY09 SHSP. Subgrantees must provide CalEMA with a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

State Changes and Initiatives

STATE

State Initiative Funding – In FY09 HSGP, CalEMA shall retain 20% of the SHSP, UASI funding awarded to California for state initiatives. The State will pass 100% of the MMRS and CCP funding to eligible subgrantees.

"On Behalf Of" – Consistent with the federal guidelines, the CalEMA may, in conjunction with local approval authorities, designate funds "on behalf of" local entities that choose to decline or fail to utilize their homeland security award in a timely manner.

Regional Approach – Subgrantees must take a regional approach when determining the best use of FY09 HSGP funds. Subgrantees must consider the needs of local units of government and applicable volunteer organizations in the projects and activities included in their FY09 HSGP application.

Grant Management Capabilities – FY09 Applicants will be required to document their grant management capabilities and include this information with their application.

Special Needs Population – Populations whose members may have additional access and functional needs before, during, and after an incident must be included in planning, response and recovery documents. As a new requirement for FY09 funding, subgrantees are required to provide the name, title and contact information for their local person responsible for coordinating access and functional needs of these populations in planning, response and recovery, and submit the information as part of their application for HSGP funding.

Planning Projects – Subgrantees conducting major planning projects (including, but not limited to: Evacuation, Mass Care and Shelter, Disaster Recovery, etc.) will be required to address access and functional needs within their planning documents in order to maintain eligibility for HSGP funding. For more information, the following link is provided:
[Guidance on Planning and Responding to the Needs of People with Disabilities and Older Adults](#)

Strategy, Planning, and Metrics Conference – CalEMA will conduct its annual Investment Justification Planning Conference to receive statewide input across all disciplines. The conference will be held in the Fall of 2009. This conference is an eligible planning activity. Please be sure to include the cost to attend this conference in your FY09 HSGP application.

**State Changes
and Initiatives
(Cont.)**

Training Requirement – Not less than 10% of all subgrantee applications must be allocated to FEMA approved training activities.

However, training on equipment will continue to be allowed as part of the 10%. Further, per the Federal Guidance, training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Subgrantees will explain in a narrative the gap identified, provide access to the AAR or details of the upcoming exercise, and submit to their CalEMA Program Representative.

Note: This does not apply to State Agencies.

Non-DHS/FEMA Developed Training Courses

When seeking DHS approval of non-DHS/FEMA developed courses, the most notable changes are:

- Course materials must be submitted with the approval requests; and
- Conditional approvals are no longer offered.

The CalEMA Training and Exercise Program (T&E) will release additional training related information at a later date.

Exercises – Subgrantees must conduct threat and performance-based exercises in accordance with DHS Homeland Security Exercise and Evaluation Program (HSEEP) manuals. Once a grant funded exercise has been scheduled, subgrantees **must** notify the CalEMA T&E of the exercise date, time, location, and point of contact information. T&E will maintain a web-based master schedule of all exercises occurring throughout the state, to increase communication and coordination of all exercises. Exercise AAR/IPs must be posted to the Corrective Action Plan System (CAPS) within 60 days following the completion of each exercise.

For more information on this process, please contact:
Kevin Chan at (916) 324-6736 or kevin.chan@ohs.ca.gov.

Exercise costs will not be reimbursed until an AAR has been posted and access to the AAR has been granted to Rachel Magaña.

Rachel can be reached at (916) 324-9314 or rachel.magana@ohs.ca.gov.

Note: Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. Subgrantees must provide a copy to their CalEMA Program Representative.

**State Changes
and Initiatives
(Cont.)**

Golden Guardian – Subgrantees scheduled to participate in Golden Guardian (GG) exercise activities should program FY09 HSGP funds into their subgrant application. CalEMA Program Representatives will be checking applications from subgrantees scheduled to participate in GG activities within the FY09 HSGP grant performance period for adequate exercise funding. T&E is the subgrantee's point of contact for exercise related issues and questions.

Subgrantees may contact T&E at (916) 826-4488 or bj.bjornson@ohs.ca.gov.

Terrorism Liaison Officer (TLO) – In an effort to continue to build towards a comprehensive integrated prevention network of information sharing, all recipients of FY09 Homeland Security Grant funds will be required to designate a trained TLO within their organization. An initial roster must be submitted at the time of application. Subgrantees must require documentation for their subrecipients prior to the subaward of Homeland Security Grant funds, which needs to be available during a monitoring.

CAL JRIES – The State Terrorism Threat Assessment Center (STTAC) and Regional Terrorism Threat Assessment Centers (RTTAC) are all linked by a common information sharing system, the California Joint Regional Information Exchange System (CAL JRIES), which provides data sharing capabilities throughout the state. The JRIES is an integral component in the information sharing network throughout the state. Applicants shall document CAL JRIES access, or an application for access to CAL JRIES, in their grant application to be eligible for funding. Access or an application for access will be confirmed with the STTAC prior to final application approval.

M&A Costs – The subgrantee Management and Administrative (M&A) allowance is a maximum of 3% of the subgrant award on all FY09 HSGP programs (The cap was set by federal law).

SECTION 3 – SUBGRANTEE APPLICATIONS

Required State Application Components

A completed application will include all of the following components:

- The CalEMA Financial Management Forms Workbook (FMFW) Version 1.09 including:
 - Application Cover Sheet
 - Grant Management Roster
 - Project Descriptions
 - Investment Justification - Goals and Objectives
 - Project Description
 - Need for Project
 - Status of Project
 - Project Ledger
 - Equipment Inventory Ledger
 - Authorized Equipment List (AEL) numbers found on the web at <http://www.rkb.us>
 - Training Roster
 - Course approved feedback numbers
 - Exercise Roster
 - Planning Ledger
 - Final product identified
 - Authorized Agent form with appropriate signatures
 - Terrorism Liaison Officer (TLO) Roster
 - CAL JRIES Access
 - Narrative Explanation of 25% Preparedness Planning
 - Narrative Explanation of 25% Law Enforcement
 - Narrative of Training with AAR/Exercise Detail
 - Narrative of Special Needs Populations
 - Certified Copy of the Governing Body Resolution
 - Signed Original Grant Assurances
- (A checklist for application completeness can be found in the appendix)

Governing Body Resolution

The *Governing Body Resolution* appoints agents authorized to execute any actions necessary for each application and subgrant. All applicants will be required to submit a certified copy of a new Governing Body Resolution with their FY09 HSGP application. A sample Resolution can be found in the Appendix.

Grant Assurances

The *Grant Assurances* list the requirements to which the subgrantees will be held accountable. All applicants will be required to submit new Grant Assurances with their FY09 HSGP application. The required Grant Assurances form can be found only in PDF format on the CalEMA website and will be available within 14 days of the Federal award.

Note: Self created Grant Assurances will not be accepted.

Approval Authority Body (OA only)

Operational Areas must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for SHSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the Operational Area Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the Operational Area Police Chief)

Each member of the Approval Authority must provide written agreement with the OA's application for SHSGP funds.

Note: A list of the Approval Authority Body members, and associated contact information must be submitted with the FY09 HSGP application. Contact your program representative for more information.

Application Submittal

The completed FMFW V 1.09 must be submitted electronically via posting to the ODP Secure Portal (<http://preparednessportal.dhs.gov/>) marked "FY09 HSGP Application". Detailed instructions on the electronic submittal process will be issued in a CalEMA Grant Management Memo prior to application due date.

Documents requiring an original signature will need to be mailed in hardcopy. [Signatures will need to be in blue ink only.](#)

HAND DELIVERED APPLICATIONS WILL NOT BE ACCEPTED

Late or Incomplete Applications

All application materials are due no later than **Friday, July 17, 2009***. Only applications postmarked by the due date will be accepted. Applications lost in transit are the responsibility of the applicant and will not be considered for funding. Late or incomplete applications will be reviewed and/or denied, and additional information will be requested and/or accepted from subgrantees, at the sole discretion of CalEMA.

Application Approval

The subgrantee will receive written notice of the state's approval of the subgrant application no later than 45 days after the federal grant award. Subgrantee reimbursements will not be made until all required application components have been approved by the state and all conditional holds removed.

*** See Timeline in Appendix**

State Agencies

Which State organizations may apply?

Any state agency, department, commission, board, etc., may apply for FY09 HSGP funding, as long as the organization:

- Has, or can obtain, appropriate state Department of Finance budget authority for awarded funds; and,
- Will comply with all grant requirements contained in the federal and state grant guidance documents, and in the Grant Assurances form.

Who may sign the Application for a State Agency?

The application cover sheet must be signed, **in blue ink**, by the highest-level person at the state organization, or their designee. If a designee is signing, the highest-level person at the state organization must execute and submit a Signature Authority form with the Application Package.

Note: The requirement for the creation of an Approval Authority body or a Governing Body Resolution does not apply to state organizations.

What are the State Priorities for FY09 HSGP?

While the State Homeland Security Strategy broadly describes goals, objectives and implementation steps, the State's priorities for FY09 HSGP are:

- (1) Interoperable Communications
- (2) Catastrophic Planning
- (3) Medical Surge
- (4) Citizen Preparedness and Participation
- (5) Mass Prophylaxis
- (6) Critical Infrastructure Protection
- (7) Training for First Responders
- (8) Food and Agricultural Safety

Project Narrative – In addition to the project description in the Financial Management Forms Workbook, a detailed project narrative (included in the Appendix) is required.

SECTION 4 – POST AWARD REQUIREMENTS

Post Award Modifications

Post award budget, scope and time modifications must be requested using the CalEMA Financial Management Forms Workbook V 1.09, signed by the subgrantee's Authorized Agent, and submitted to the subgrantee's Program Representative in the Homeland Security Grant Unit at CalEMA.

The subgrantee may implement the modifications, and incur associated expenses, only after receiving written final approval of the modification from the State. Failure to submit modification requests, and receive written approval prior to expenditure, could result in a reduction or disallowance of that part of the grant.

Note: Modifications can be requested once per quarter during the grant performance period.

Payment Request Process

To request advance or reimbursement payment of FY09 HSGP funds, complete a payment request form using the CalEMA Financial Management Forms Workbook and return it to the appropriate Program Representative in the Homeland Security Grant Unit at the CalEMA. Subgrantees who fail to follow the workbook instructions will experience delays in processing.

Note: Payments can only be made if the subgrantee has submitted an approved application, including the Financial Management Forms Workbook (FMFW), a certified copy of the Governing Body Resolution, and valid Grant Assurances form.

Advances and Interest Earned on Advances

DHS allows subgrantees to request FY09 HSGP funds up to 120 days prior to expenditure/disbursement, or on a reimbursement basis. The federal guide requires that advances must be deposited in interest-bearing accounts, and describes how interest earned should be returned quarterly to the federal government.

In addition to returning interest in accordance with the prescribed federal guidance, subgrantees must also inform the grantee's Program Representative in the Homeland Security Grant Unit at the CalEMA of any interest returned on program funds.

Performance Bond

Many subgrantees were unable to procure large equipment items due to problems with vendor delivery scheduled to occur after the federal reporting period had expired. To assist with this issue, DHS allowed subgrantees to obtain a "performance bond" wherein subgrantees procured the item(s) in question, paid the money up front, and obtained a performance bond to ensure delivery of the item within 90 days of the subgrantees performance period. Subgrantees **must** obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft or watercraft, financed with homeland security dollars.

Subgrantee Performance Reports

Subgrantees must prepare and submit performance reports to the state for the duration of the grant performance period, or until all grant activities are completed and the grant is formally closed by CalEMA. Subgrantees must complete a Biannual Strategy Implementation Report (BSIR) using the DHS/FEMA Grants Reporting Tool (GRT) <http://www.reporting.odp.dhs.gov>.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subgrantees who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County Operational Areas and Tribal Native Americans who fail to report twice in a row may have subsequent awards reduced by 10% until timely reporting is reestablished. UASI's shall have a "hold" placed on any future reimbursements.

Monitoring Subgrantee Performance

Corrective Action Plans – The Monitoring and Audits Unit (MAU) is actively conducting monitoring visits, both desk review and on-site, among subgrantees. Many of these jurisdictions receive "findings" that necessitate a Corrective Action Plan (CAP) on their part. Those subgrantees who fail to submit a CAP as required shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

The state is currently conducting a program of sub-grantee monitoring. The monitoring will be conducted on the subgrantees administrative, programmatic and fiscal management of the grant(s).

These reviews may include, but are not limited to:

- Eligibility of expenditures.
- Comparing actual subgrantee activities to those approved in the subgrant application and subsequent modifications, if any.
- Ensuring that advances have been disbursed in accordance with applicable guidelines.
- Confirming compliance with:
 - Grant Assurances; Information provided on performance reports and payment requests; and Needs and threat assessment and strategies.

Note: It is the responsibility of all subgrantees to monitor and audit the grant activities of their subrecipients. This requirement includes, but is not limited to, on site verification of grant activities as required.

Suspension/ Termination

The State may suspend or terminate subgrant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failing to expend funds in a timely manner consistent with the grant milestones, guidance and assurances.
- Failing to comply with the requirements or statutory objectives of federal or state law.
- Failing to make satisfactory progress toward the goals or objectives set forth in the subgrant application.
- Failing to follow grant agreement requirements or special conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- Failing to submit required reports.
- False certification in the application or other report or document.
- Failing to adequately manage, monitor or direct the grant funding activities of their subrecipients.

Before taking action, the state will provide the subgrantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

Closeout

The State will close a subgrantee award after:

- Receiving a subgrantee Performance Report indicating that all approved work has been completed, and all funds have been disbursed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to awards, modifications and payments.

If the closeout review and reconciliation indicates that the subgrantee:

- is owed additional funds, the State will send the final payment automatically to the subgrantee.
- did not use all funds received, the state will issue an Invoice or Grant Modification letter to recover unused funds.

In the Grant Closeout Letter, the State will notify the subgrantee of the start of the record retention period for all programmatic and financial grant related records.

Note: Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

SECTION 5 – APPENDICES

APPENDIX A- FY09 HSGP TIMELINE

DHS Announcement of FY09 HSGP	November 5, 2008
SAA Application Due to DHS	March 20, 2009
FY09 HSGP California Supplement Release	May 14, 2009
Subgrantee Application Workshops	May 2009
DHS Award to California	June 17, 2009*
CalEMA Release of Suballocations	June 26, 2009*
Subgrantee Applications Due to CalEMA	July 17, 2009*
Subgrantee Awards (45 days from DHS award)	August 3, 2009*
Subgrantee Performance Period Begins	August 3, 2009*
Subgrantee Performance Period Ends	March 31, 2012
Final Requests for Reimbursement Due	April 10, 2012
SAA Performance Period Ends	June 30, 2012

* Date approximate depending on DHS award date

APPENDIX B- GOVERNING BODY RESOLUTION

SAMPLE RESOLUTION

BE IT RESOLVED BY THE _____
(Governing Body)

OF THE _____ THAT
(Name of Applicant)

_____, OR
(Name or Title of Authorized Agent)

_____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)

_____ Of the _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the

_____ day of _____, 20_____

(Official Position)

(Signature)

(Date)

APPENDIX B- GOVERNING BODY RESOLUTION

INSTRUCTIONS

Purpose The purpose of the Governing Body Resolution is to appoint individuals to act on behalf of the governing body and the applicant.

Authorized Agent(s) The Governing Body Resolution allows for the appointment of individuals or positions. For each person or position appointed by the governing body, submit the following information, with the resolution, to the state on the applicant's letterhead:

- | | |
|--|---|
| <input type="checkbox"/> Jurisdiction | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Grant Program | <input type="checkbox"/> Fax # |
| <input type="checkbox"/> Name | <input type="checkbox"/> Cell Phone # |
| <input type="checkbox"/> Title | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Address | |
| <input type="checkbox"/> City | |
| <input type="checkbox"/> Zip Code | |

Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to the State.
- If the Governing Body Resolution identifies the Authorized Agent by name, a new Resolution is needed when any changes are made. The information list above must be submitted with the new Resolution.

APPENDIX C- STATE AGENCY FORMS

SIGNATURE AUTHORITY

AS THE _____
(Secretary/Director / President / Chancellor)

OF THE _____
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the California Emergency Management Agency.

_____, OR
(Name or Title of Authorized Agent)

_____, OR
(Name or Title of Authorized Agent)

_____,
(Name or Title of Authorized Agent)

Signed and approved this _____ day of _____, 20_____

(Signature)

APPENDIX C- STATE AGENCY FORMS

FY 2009 PROJECT NARRATIVE

Applicant (state organization)_____

NOTE: Complete a separate Project Description for each proposed project

Project Title:

State Strategy Goal and Objective Supported by the Project:_____

Indicate the State Priority Supported by the Project:

- Interoperable Communications**
- Catastrophic Planning**
- Medical Surge**
- Citizen Preparedness and Participation**
- Mass Prophylaxis**
- Critical Infrastructure Protection**
- Training for First Responders**
- Food and Agriculture Safety**

Provide a detailed description of the proposed project and how it supports the state priority indicated.

For construction and/or renovation projects, provide the following additional information:

- A description and location of the facility;
- A description of the vulnerability assessment and the date the assessment was conducted (the assessment does not have to be submitted with the application);
- A description of how the proposed project will address the vulnerabilities identified in the assessment;
- A description of the consequences if the project is not funded under HSGP FY09

Please check the appropriate box:

- Our agency currently has spending authority for the requested funds.
- Our agency does not currently have spending authority for the requested funds. See below for explanation:

APPENDIX D- FY09 SUBGRANTEE APPLICATION CHECKLIST

Subgrantee: _____ FIPS #: _____

CalEMA Regional Rep: _____

OPERATIONAL/URBAN AREAS

- _____ Approval Authority & POC Information
- _____ Approval Authority Body form
- _____ Governing Body Resolution (Certified)
- _____ Grant Assurances (Signed Originals)

- _____ Financial Management Forms Workbook
 - _____ Application Cover Sheet
 - _____ Grant Management Roster
 - _____ Project Description
 - _____ Project Ledger
 - _____ Equipment Inventory – Ledger
 - _____ Training Roster
 - _____ Exercise Roster
 - _____ Planning Ledger
 - _____ Authorized Agent Form

- _____ Narrative Attachments:
 - _____ TLO Roster
 - _____ CAL JRIES Access
 - _____ 25% Preparedness Planning
 - _____ 25% Law Enforcement
 - _____ Training w/AAR/Exercise Detail
 - _____ Special Needs Populations

STATE AGENCIES

- _____ Signature Authority – Authorized Agent
- _____ Project Narrative Form
- _____ Grant Assurances (Signed Originals)

- _____ Financial Management Forms Workbook
 - _____ Application Cover Sheet
 - _____ Grant Management Roster
 - _____ Project Description
 - _____ Project Ledger
 - _____ Equipment Inventory – Ledger
 - _____ Training Roster
 - _____ Exercise Roster
 - _____ Planning Ledger
 - _____ Authorized Agent Form

- _____ Narrative Attachments:
 - _____ TLO Roster
 - _____ CAL JRIES Access
 - _____ 25% Preparedness Planning
 - _____ 25% Law Enforcement
 - _____ Training w/AAR/Exercise Detail
 - _____ Special Needs Populations

ATTACHMENT A

**DEPARTMENT OF HEALTH SERVICES
LANCET CONTRACT
AMENDMENT NUMBER 4
FISCAL YEARS (FY) 2010-11 THRU 2013-14**

	FYs 2001-02 - 2010-11	Amendment FY 10-11	EXTENSION PERIOD			Sub-Total	TOTAL CONTRACT AMENDMENT	REVISED CONTRACT TOTAL
			FY 11-12	FY 12-13	FY 13-14			
TEMIS Application Software: Fixed Annual License Fee	\$ 2,951,949	\$ -	\$ 346,058	\$ 356,440	\$ 367,134	\$ 1,069,632	\$ 1,069,632	\$ 4,021,581
TEMIS Application Software Support Services: Fixed Monthly Fee	3,876,167		454,405	468,037	482,078	\$ 1,404,520	1,404,520	5,280,687
Upgraded TEMIS Application Software		293,250	-	-	-	\$ -	293,250	293,250
Total	\$ 6,828,116	\$ 293,250	\$ 800,463	\$ 824,477	\$ 849,212	\$ 2,474,152	\$ 2,767,402	\$ 9,595,518

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

Authorizes DHS to execute Amendment Number 4 to Agreement H-212780 with Lancet Technology, Inc. (Lancet) to:

- Upgrade its proprietary Trauma and Emergency Medicine Information System (TEMIS);
- Update Agreement terms and conditions to bring them into compliance with County Board-required provisions;
- Extend the Agreement for three (3) consecutive one-year terms commencing July 1, 2011 through June 30, 2014; and
- Increase the Contract Sum by \$2,767,402 for a total of \$9,595,518 over the 13-year life span of this Agreement.

Background:

In June 1991, DHS entered into a sole-source agreement with Lancet for the development and installation of a customized, turnkey TEMIS, a trauma and emergency data management system used by DHS's Emergency Medical Services (EMS) Agency and other health-provider agencies.

The current Agreement with Lancet was approved on June 19, 2001, with a 10-year contract term expiring on June 30, 2011. When initially executed, the Agreement strictly provided for maintenance and support services from Lancet for TEMIS.

In April 2005 and then again in February 2010, the Agreement was amended (Amendment Numbers 2 and 3, respectively) to revise the contract language in order to bring it into conformance with the County's required contract terms regarding the Health Information Portability and Accountability Act (HIPAA); to incorporate the County's revised HIPAA Business Associate Agreement; and to ensure compliance with the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009.

Project Justification/Benefits:

TEMIS is an integrated, countywide trauma and emergency data management system used by DHS EMS along with 14 Trauma Hospitals, 21 Base Hospitals, and a host of EMS Provider Agencies, all of who rely on TEMIS to provide access to data and to generate reports necessary for timely data capture, analysis, and health intelligence data sharing. TEMIS has been in operation at DHS since 1991. During that time its scope and complexity have evolved considerably, now containing more than 10 million patient records with more than 850,000 new records being added annually.

An important component of this Amendment includes an upgrade to the TEMIS Central system. This upgrade will consolidate three databases TEMIS currently utilizes (LA Fire-Rescue, LA Base, and LA Trauma) into one central database that will contain a single record for each individual patient. The upgrade will also include the development and implementation of a TEMIS File Transfer Protocol (FTP) solution for the secure transfer of confidential patient care records and data; an optional TEMIS scanning solution to convert the paper patient care records into electronic data; and an optional electronic Patient Care Record (ePCR) pilot for EMS providers.

Project Metrics:

DHS and Lancet will be developing a comprehensive Project Control Document and Project Plan for purposes of managing the TEMIS Central Upgrade project. Roles and responsibilities, as well as the requisite tasks and deliverables will be clearly defined in those documents and will be closely managed by DHS to ensure a successful upgrade to TEMIS is accomplished, in accordance with DHS's requirements.

Impact on Service Delivery or Department Operations, if Proposal is Not Approved:

If this Amendment is not approved, the current agreement DHS has with Lancet will expire on June 30, 2011, effectively precluding DHS from further use of the TEMIS system on and after July 1, 2011. This Amendment is critical to ensure the ongoing usage, maintenance, and support of this vital trauma and medicine information system.

Alternatives Considered:

TEMIS is a proprietary software product, developed and owned by Lancet, so no other vendor could be engaged to upgrade and support the system. As a result, no other alternatives were considered. However, Lancet has agreed to continue to maintain TEMIS with all existing functionality as defined in the current Agreement during the additional extension periods and to limit annual price increases for ongoing software licensing and maintenance to 3% per year for the upgraded TEMIS license and maintenance fees, even though the scope of the TEMIS has expanded considerably.

Project Risks:

No significant risks have been identified. DHS has had a very successful relationship with Lancet over the life of this Agreement and expects the same going forward. In addition, Lancet personnel have demonstrated a very thorough understanding of the Los Angeles County EMS system and have established and maintained an excellent working relationship with all TEMIS participants, greatly enhancing the likelihood of a successful engagement.

The County's Chief Information Security Officer (CISO) has reviewed the Amendment and has participated in discussions with DHS and Lancet regarding potential security issues relative to protected health information (PHI) that may be housed at the Lancet host site under this Amendment. The County's CISO is satisfied that Lancet is employing and in compliance with

all required security safeguards and that their hosting of an FTP server that contains protected health information poses no significant or unusual risks to the County.

Risk Mitigation Measures:

No risk mitigation measures were deemed necessary.

Financial Analysis:

The total maximum obligation for this Amendment No. 4 is \$2,767,402, as detailed in the table below. This obligation is fully funded by a combination of the FFY 2008 UASI Grant together with trauma center and base hospital fees, resulting in no new Net County Costs.

Description	Amount
Software Licenses	\$ 1,069,632
Maintenance & Support	1,404,520
Professional Services (TEMIS Central Upgrade)	293,250
Total	\$ 2,767,402

This Amendment increases the total maximum Contract Sum to \$9,595,518 over the entire 13-year life of the Agreement. Funding for the current fiscal year is included in DHS's FY 2010-11 Adopted Budget and will be included in future fiscal year budget requests, as required.

CIO Concerns:

None.

CIO Recommendations:

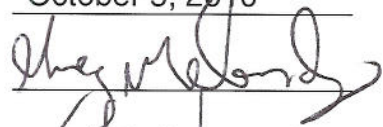
CIO recommends approval of this Amendment.

CIO APPROVAL

Date Received: October 4, 2010

Prepared by: Earl Bradley

Date: October 5, 2010

Approved: 

Date: 10/25/2010