August 22, 2016

MEMORANDUM FOR: Gerard Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo
Assistant Administrator
Recovery Directorate

SUBJECT: Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA

Today I am issuing the attached Sheltering and Temporary Essential Power (STEP) Pilot Program
guidance for FEMA-4277-DR-LA. This Pilot is an innovative approach to addressing imminent
threats to life, public health and safety in the aftermath of the recent catastrophic flooding in
Louisiana. STEP will enable the State to implement a program, as part of their broader transitional
sheltering plan, to help survivors shelter in their own homes, when safe and appropriate. This will
reduce the demand for congregate and transitional sheltering assistance by allowing survivors to
remain in their communities and keep the fabric of existing communities intact, helping schools to
re-open more quickly and hastening the pace of community recovery.

The torrential rainfall and historic flooding beginning August 11, 2016, and which continues, in
Louisiana has damaged or destroyed more than 156,000 residences based on FEMA Geospatial
assessment and analysis, displacing residents and overwhelming sheltering and temporary housing
resources in the affected area. Major flooding and moderate flooding is expected to continue for the
next several days. In addition to the flooding, the weather, as is to be expected in the Gulf Coast this
time of year, is hot and humid, which heightens the need for quick power restoration in affected
homes.

FEMA previously authorized a STEP Pilot Program in 2012-2013 in response to Hurricane Sandy.
While STEP for FEMA-4277-DR-LA utilizes the same authority and is aimed at a similar purpose as
in Hurricane Sandy, we have altered certain aspects based upon lessons learned and tailored the
program for the unique circumstances of this event. Changes include: restricted categories of work
specific to work necessary and appropriate for this event, restriction to single family owner occupied
residential properties, and the provision that only the State will undertake or contract for the
necessary work.

As with any FEMA-funded program, costs must be reasonable, and in this case, costs for this
program are capped, with minimal exception to address issues related to access and functional needs,
at $15,000 per residence to include necessary equipment, materials, and labor.
I understand that the State is actively developing a program that will operate within the parameters established in the attached STEP guidance for DR-4277-L.A. Based on lessons learned from implementation of STEP in response to Hurricane Sandy in New York, provision of documentation required for determining eligibility and for closeout, as detailed Section VII.K. of the attached guidance, will be key to ensure the success. Close coordination and communication with the State on these matters will be vital to success. Please continue to work closely with the State as they finalize and implement their program.

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment:  *Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance*,

*August 22, 2016*
I. TITLE: Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA

II. DATE: August 22, 2016

III. PURPOSE:

Torrential rainfall and flooding beginning August 11, 2016 and continuing in Louisiana has damaged or destroyed more than 156,000 residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. Due to the limited availability of hotels and motels in the affected area, the Transitional Shelter Assistance (TSA) Program is not a viable temporary housing solution for most survivors. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program for the State to perform emergency temporary repairs and power restoration in single-family owner occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to open sooner and hastening the pace of overall community recovery.

IV. OBJECTIVES:

A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling the State to help community members shelter in their own homes, when safe and appropriate. STEP is intended to reduce the continued need for congregate sheltering and Transitional Shelter Assistance.

B. At the request of the State, FEMA will deliver the STEP program through reimbursement to the State. The State intends to perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP.

V. SCOPE AND AUDIENCE: This policy is limited to FEMA-4277-DR-LA and is intended to guide all FEMA personnel responsible for providing STEP assistance.
VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

A. STEP is for single family owner-occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Regional Administrator on a case by case basis and supported by written justification by the State to include feasibility and cost effectiveness. Commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.

B. The Governor’s Authorized Representative (GAR) must submit a written request for STEP to the FCO as soon as possible and not later than by September 1, 2016 and, in that request, designate the areas requested for STEP.

C. The written request will include the State’s findings that 1) there exists an immediate threat to lives, public health and safety, and that emergency measures taken through this program are necessary to cope with this threat; and 2) that it has legal responsibility to undertake the proposed actions in response to this threat.

D. Within 30 days of receiving approval from the Federal Coordinating Officer (FCO) to execute STEP, the State must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. At the FCO’s discretion, the time period to obtain ROEs may be extended for an additional 30 days. The ROE allows FEMA, the State, or authorized contractors and representatives, access to the property. STEP work will not be initiated on a property without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE. The FCO may approve extensions subject to the project performance deadlines at 44 CFR 206.204(c)(1).

E. Starting no later than 14 calendar days after the State begins executing temporary emergency repair work under the STEP, the State must provide a daily electronic report to include the aggregate number of ROEs obtained; number of properties where work is initiated; and number of properties complete. On a weekly basis, the State must provide an electronic report with the following information on residences that receive assistance under STEP: property owner’s name, address, and FEMA registration number (if applicable—some residences receiving assistance under STEP may not have applied for FEMA Individuals and Households Program (IHP)). The report must also detail the
following for each property: when the signed ROE was obtained; when work was initiated; and when work was completed. The FCO will establish format, data fields, and transmission method for the electronic reports. Changes to the reporting requirements will be mutually agreed upon by the FCO and SCO.

F. FEMA makes no warranties of any sort for any assessments or temporary work undertaken pursuant to this program.

G. Eligible temporary emergency repair measures will be capped at $15,000. Any temporary emergency repairs must be reasonable, necessary, and low cost options to make the home safe for sheltering purposes. If a home cannot be made safe and habitable for shelter purposes for less than $15,000, that property is not eligible for STEP assistance. The FCO may only waive the $15,000 cap on a case by case basis and after the State’s demonstration of increased costs associated with work necessary to make a home safe and habitable for shelter purposes for owner-occupants with access and functional needs.

All temporary emergency repairs must comply with local, State, and federal codes and may include:

a. Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
b. Cleaning and sanitizing interior of residence to include ductwork;
c. Ensure one useable bathroom vanity, sink, toilet, and tub;
d. Drywall replacement only to safely cover electrical shelter-in-place repairs;
e. Repair or replacement of nonfunctioning interior/exterior doors;
f. Remove and/or install floor covering;
g. Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
h. Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
i. Repair or replace damaged window air conditioning unit(s);
j. Repair or replace damaged water heaters.Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
k. Weatherproofing to include temporary roof, wall, and window repairs;
I. Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;

m. Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);

n. Inspect, test and repair of natural gas lines, valves, and pipes;

o. Well decontamination if only source of potable water;

p. Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;

q. Items and work necessary to ensure safe shelter for individuals with access and functional needs;

r. Mini-fridges for doctor prescribed medical needs.

H. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the $15,000 per property cap.

I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the $15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.

J. Implementing the Program.

The State will identify residences potentially appropriate for STEP. To be appropriate for STEP, a residence must:

1. Be located within the geographic area established by the GAR in the STEP request;

2. Be structurally sound, such that authorized temporary emergency repairs can be safely made, and with no impediments blocking access to the dwelling; and

3. Be reasonably able to serve as a suitable shelter upon completion of the temporary emergency repairs authorized under this program.

K. State Requirements.

1. The State will submit a formal request for approval of STEP.
2. The State or its contractors will perform all project management activities to include oversight and monitoring of damage assessments, repair work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.

3. The State or its contractors will obtain a signed ROE agreement, within the timeframe established above, from each residential property owner for the type of work to be performed.

4. The State is responsible for obtaining, accelerating and facilitating the issuance of any and all permits required to complete the eligible work and will arrange, accelerate, facilitate any and all inspections required by State or municipal law, and obtain clearance for temporary occupancy for each property.

5. The State will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are complete and the residence is cleared for occupancy.

6. The State must comply with the Federal procurement standards under grants in 2 CFR 200.317-326. The State will provide FEMA the opportunity to review the procurement plan to provide for this work.

7. The State, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
   a. Primary Residence
      i. Utility Bill
      ii. Merchant’s statement
      iii. Driver’s License
      iv. Voter’s Registration card, or
      v. Employer’s Statement, such as a wage or earnings statement, AND

   b. Home Ownership Verification
      i. Structural Insurance
      ii. Tax Bill
      iii. Official’s Records - notarized document confirming long-term ownership. An original deed or deed of trust to the property,
listing the applicant as the legal owner.
iv. Mortgage Payment Book
v. Affidavit, or
vi. Title Number after viewing an official government document verifying the home address and applicant to own the dwelling

8. The State will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:
   a. Owner/occupant’s name and address
   b. FEMA Individual Assistance registration number, if applicable
   c. Right of entry
   d. Flood insurance policy or certification of no flood insurance
   e. Photos of damage
   f. Damage description and scope of work required
   g. Work orders for each property describing costs and specific work performed at the property (i.e. debris removal, dry wall removal, installation of air conditioning units, etc.). Start and stop dates of work must be included.

9. The State will submit project for closeout within 120 days of completion of work at final property address.

L. Effect on Other Assistance.

1. STEP assistance is generally temporary in nature and is an emergency protective measure; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant’s eligibility for financial assistance, repair, replacement, or permanent or semi-permanent housing construction assistance under section 408 of the Stafford Act and its implementing regulations.

2. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are completed.

M. Removal of debris off of a property and beyond the public right-of-way is not covered under STEP. For information on debris removal from private property see FEMA’s Public Assistance Program and Policy Guide dated January 1, 2016.
VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form.

IX. ORIGINATING OFFICE: Recovery Directorate.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

Alex Amparo 8/22/16
Assistant Administrator
Recovery Directorate
The undersigned, ("Owner"), hereby unconditionally authorizes the State, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the “Assistance Providers”) to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from the declared flooding (FEMA-DR-4277-LA) at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. **Time Period:** The ROE shall expire 180 days after signature unless sooner cancelled according to the terms herein.

2. **Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled “Right-of-Entry Permit – Request for Cancelation.”

3. **Documentation of Damage:** The Assistance Providers will be photographing and otherwise documenting damage and work completed under this program. However, the Owner acknowledges that it is solely the Owner’s responsibility to document damage for potential insurance proceeds or additional assistance programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repaired, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.

4. **Disclosures:** By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.
1) Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
2) Cleaning and sanitizing interior of residence to include ductwork;
3) Ensure one useable bathroom vanity, sink, toilet, and tank;
4) Drywall replacement only to safely cover electrical shelter-in-place repairs;
5) Repair or replacement of nonfunctioning interior/exterior doors;
6) Remove and/or install floor covering;
7) Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
8) Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
9) Repair or replace damaged window air conditioning unit(s);
10) Repair or replace damaged water heaters. Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
11) Weatherproofing to include temporary roof, wall, and window repairs;
12) Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;
13) Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);
14) Inspect, test and repair of natural gas lines, valves, and pipes;
15) Well decontamination if only source of potable water;
16) Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;
17) Items and work necessary to ensure safe shelter for individuals with access and functional needs.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The Owner agrees that the State of Louisiana, along with its contractors, in accordance with LA RS 29:735, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Louisiana Shelter at Home Program/FEMA STEP Assistance Program.

6. Miscellaneous:
   a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner’s obligations under this ROE. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner. Owner will provide supporting documentation of Ownership in accordance with FEMA guidance before or at the time of signing this document.
   b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.
   c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a repayment of funds to the State of Louisiana.
Privacy Act Statement: Privacy Act Statement: The Property Owner / Owner’s Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform emergency temporary repairs on the above-mentioned property and to authorize the release of insurance policy and claim information.

Signature(s) and Witness

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Louisiana and the United States that my answers are truthful.

Owner Signature ___________________________ Date __________

Co-Owner Signature (if applicable) ___________________________ Date __________

Phone Number ___________________________

Phone Number ___________________________

Owner’s FEMA Registration Number (if applicable) ___________________________

WITNESS ____________________________
RIGHT-OF-ENTRY PERMIT - REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA’s National Processing Service Center at 1-800-827-8112,. Allow at least three (3) days to process. Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work. It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the State, the United States of America including FEMA, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: ___________________________ Owner ___________________________ Date ___________________________ Time ___________________________

Printed Name: ___________________________ Address: ___________________________

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: ___________________________ Authorized Representative ___________________________ Date ___________________________ Time ___________________________

Printed Name: ___________________________ Title: ___________________________

(Indicate authorized organization and title)
August 23, 2016

MEMORANDUM FOR: Gerard Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo
Assistant Administrator
Recovery Directorate

SUBJECT: Amendment #1 to Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA

I am hereby amending the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA, issued August 22, 2016 to add the following additional eligible item under section VII.G:

s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed $500 combined).

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: Amendment #1 to Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA
I. TITLE: Amendment #1 to Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA

II. DATE: August 23, 2016

III. AMENDMENT: Section VII.G is amended by adding the following at the end:

s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed $500 combined).

Alex Ámbar Date
Assistant Administrator
Recovery Directorate
September 1, 2016

MEMORANDUM FOR: Gerard Stolar  
Federal Coordinating Officer  
FEMA-4277-DR-LA

FROM: Alex Amparo  
Assistant Administrator  
Recovery Directorate

SUBJECT: Amendment #2 to Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA

I am hereby amending the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA, issued August 22, 2016 to revise Section VII. I to add additional guidance on eligible work and costs as follows:

I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the $15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting. In addition, construction contractors’ costs for mobilization, general conditions and overhead that cannot be assigned to a specific property are not subject to the cap.

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: Amendment #2 to Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA
I. TITLE: Amendment #2 to Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA

II. DATE: September 1, 2016

III. AMENDMENT: Section VII.I is amended by revising the section as follows:

II. Project management and oversight activities and State direct administrative costs are eligible and not subject to the $15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting. In addition, construction contractors' costs for mobilization, general conditions and overhead that cannot be assigned to a specific property are not subject to the cap.

[Signature]
Alex Amparo
Assistant Administrator
Recovery Directorate

Date