# DISASTER CALFRESH PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION

This Memorandum of Understanding (MOU) is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare (referred to collectively as "Mutual Aid Counties").

### 1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare

#### 2. General Policy

The general policy provides that:

- Each county is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

#### 3. Term

This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2021. This MOU may be extended for one additional twelve month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

#### 4. Termination

A County's participation in this MOU may be terminated at any time by the County, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a County's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

#### 5. Definitions

- a. "**Mutual Aid Counties**" means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster either natural or man-caused.
- b. "**Disaster Mutual Aid County**" means the county is need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the Disaster County.
- c. "Supporting Mutual Aid County" means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the Supporting County.
- d. "Disaster CalFresh (D-CalFresh)" in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).
- e. "**EBT**" means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.
- f. "CalFresh Program benefit issuance services" means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.
- g. "Catastrophic Disaster" means a Presidential Declaration for Individual Assistance has been declared in the affected area.

#### **6.** Responsibilities of the Mutual Aid Counties

- 6.1. The Mutual Aid Counties (MAC) shall have the following shared responsibilities:
  - a. To immediately notify the other Mutual Aid County of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.
  - b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.
  - c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.
  - d. To notify the other mutual aid counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.
- 6.2 The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:
  - a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Mutual Aid County providing recovery services to the Disaster County under this MOU.
  - b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:
    - i. The location of the disaster processing sites and the capacity of computers/workstations,
    - ii. The dates and times when the disaster processing sites will be operating,
    - iii. The required documents needed to apply for the disaster assistance programs, and
    - iv. The various methods of applying for the disaster assistance programs.
- 6.3 If possible, the Supporting County shall:
  - a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

- b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.
- c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support / services requested in this MOU.
- 6.4 The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County.
- 6.5 The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.
- 6.6 The Disaster County will be responsible for its own settlement and reconciliation.
- 6.7 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officer, agents, or employees.

## 7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

- 7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:
  - a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation.
  - b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.
  - c. As soon as administrative feasible, the Disaster County notify the Supporting Mutual Aid County by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Counties:
    - i. The level of communication will be between the head or designee of the agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D-CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

- ii. The initial communication shall include the county's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance;
- iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.
- 7.2. The Supporting County, may provide the following post-disaster support services/activities as needed by the Disaster County.
  - a. Assistance with locating and securing lodging or shelter for Disaster County employees;
  - b. Assistance with locating and procuring meals for Disaster County employees;
  - c. Assistance with transportation or travel cost reimbursement;
  - d. Technical Assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;
  - e. Up to ten (10) worksite locations which could be located at County district offices or local assistance centers:
  - f. Personnel support The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County Personnel support services may include, but are not limited to, the following:
    - i. On-site support to assist at the disaster response centers in the Disaster County;
    - ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;
    - iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:
      - a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

- b) The Mutual Aid Counties agree the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.
- c) Call Center Support to assist with the processing of online applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.
- iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County assistance.
- g. Technical support The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:
  - i. Lending of Personal computer (PC) software and/or hardware;
  - ii. Issuance of the Disaster County's disaster EBT cards;
  - iii. Issuance of the Disaster County's disaster CalFresh benefits;
  - iv. On-line or batch set-up and benefit authorization;
  - v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles).
  - vi. Training in how Supporting County assistance is to be delivered.
- 7.3 To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:
  - a. Processing faxed, scanned, mailed or emailed disaster applications,
  - b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet.
  - c. Using Virtual Private Network accounts (VPN),
  - d. Using www.mybenefitscalwin.org or www.C4Yourself.com and

- e. Working with the consortium to leverage technical capability when available for remote Mutual Aid County assistance.
- 7.4 Prior to the end of the assigned application period, the Mutual Aid counties shall jointly agree to an end date of the support activities.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: December 4 2018 **County of Fresno** 

Sal Quintero Chairperson of the Board of Supervisors of the

County of Fresno

Attest:

Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California

Dated:	County of Kern	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Kern	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Kings	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Kings	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Madera	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Madera	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Mariposa	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Mariposa	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Merced	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Merced	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of San Joaquin	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of San Joaquin	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of San Luis Obispo	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of San Luis Obispo	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Stanislaus	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Stanislaus	
	Attest: [NAME] [TITLE]	
	By:	

Dated:	County of Tulare	
	By:  [FIRST & LASTNAME], Chairperson of the Board of Supervisors of the County of Tulare	
	Attest: [NAME] [TITLE]	
	By:	
	Signature Page: Kern	

Fresno County	Primary Contact	Back-up Contact
Name	Delfino Neira	Linda Du'Chene
Title	Director	Deputy Director
Address	Mail Stop 109 PO Box 1912, Fresno, CA 93718- 1912	Mail Stop 109A PO Box 1912, Fresno, CA 93718- 1912
Desk Phone #	(559) 600-2301	(559) 600-2875
Back-up #	n/a	n/a
Email	dneira@co.fresno.ca.us	LDuchene@co.fresno.ca.us
	MOU Contact	Director (if not already included)
Name	Jennifer Kish	See Primary
Title	Staff Analyst III	•
Address	Mail Stop 109	
	PO Box 1912, Fresno, CA 93718-	
	1912	
Desk Phone #	(559) 600-2334	
Back-up#	(559) 600-2300	
Email	jkish@co.fresno.ca.us	

Kern County	Primary Contact	Back-up Contact
Name		
Title		
Address		
Desk Phone #		
Back-up #		
Email		
	MOU Contact	Director (if not already included)
Name	MOU Contact	Director (if not already included)
Name Title	MOU Contact	Director (if not already included)
	MOU Contact	Director (if not already included)
Title	MOU Contact	Director (if not already included)
Title Address	MOU Contact	Director (if not already included)

Kings County	Primary Contact	Back-up Contact
Name	Brandon Moreno	Al Valero
Title	Program Specialist	Program Specialist
Address	1400 W Lacey Blvd Bldg 8,	1400 W Lacey Blvd Bldg 8,
	Hanford, CA 93230	Hanford, CA 93230
Desk Phone #	559-852-2232	559-852-4487
Back-up #		
Email	Brandon.Moreno@co.kings.ca.us	Alvaro.Valero@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name	Brandon Moreno	Sanja K. Bugay
Title	Program Specialist	Director
Address	1400 W Lacey Blvd Bldg 8,	1400 W Lacey Blvd Bldg 8,
	Hanford, CA 93230	Hanford, CA 93230
Desk Phone #	559-852-2232	559-852-2200
Back-up#		
Email	Brandon.Moreno@co.kings.ca.us	Sanja.Bagay@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name		
Title		
Address		
Desk Phone #		
Back-up #		
Email		
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		

Mariposa County	Primary Contact	Back-up Contact
Name	Launa Gann	Mario DeJesus
Title	Program Manager	Eligibility Specialist Supervisor
Address	5362 Lemee Lane	5362 Lemee Lane
	PO Box 99	PO Box 99
	Mariposa, CA 95338	Mariposa, CA 95338
Desk Phone #	(209)742-0913	(209)742-0843
Back-up #	(209)347-7030	will provide later
Email	lgann@mariposahsc.org	mdejesus@mariposahsc.org
	MOU Contact	Director (if not already included)
Name	Dumile Wilson	Chevon Kothari
Title	Administrative Analyst I	Director
Address	5362 Lemee Lane,	5362 Lemee Lane
	PO Box 99	PO Box 99
	Mariposa, CA 95338	Mariposa, CA 95338
Desk Phone #	209-742-0971	(209)742-0892
Back-up#	209-628-8173	(209)347-6035
Email	dwilson@mariposahsc.org	ckothari@mariposahsc.org

Merced County	Primary Contact	Back-up Contact
Name		
Title		
Address		
Desk Phone #		
Back-up #		
Email		
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name	Audrey Mathers	Melissa Mullin
Title	Management Services	HSA Staff Analyst
	Administrator	
Address	San Joaquin County Human	San Joaquin County Human
	Services Agency	Services Agency
	102 S. San Joaquin St.	102 S. San Joaquin St.
	Stockton, CA 95202	Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-2043
Back-up #	(209) 468-1000	(209) 468-1000
Email	amathers@sjgov.org	mmullin@sjgov.org
	MOU Contact	Director (if not already included)
Name	Audrey Mathers	Michael Miller
Title	Management Services	Director
	Administrator	
Address	San Joaquin County Human	San Joaquin County Human
	Services Agency	Services Agency
	102 S. San Joaquin St.	102 S. San Joaquin St.
	Stockton, CA 95202	Stockton, CA 95202
Desk Phone #	(209) 468-1798	(209) 468-1157
Back-up#	(209) 468-1000	(209) 468-1156
Email	amathers@sjgov.org	Mimiller@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name	Kat Lauterback	Jannine Lambert
Title	Program Manager	
Address	3433 South Higuera ST	3433 South Higuera ST
	PO Box 8119	PO Box 8119
	San Luis Obispo CA 93403	San Luis Obispo CA 93403
Desk Phone #	805-781-1895	805-781-1971
Back-up #	805-264-4951	805-310-1405
Email	klauterback@co.slo.ca.us	jlambert@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name		Devin Drake
Title		
Address		3433 South Higuera ST
		PO Box 8119
		San Luis Obispo CA 93403
Desk Phone #		805-781-1834
Back-up#		805-310-2747
Email		ddrake@co.slo.ca.us

Stanislaus County	Primary Contact	Back-up Contact
Name	Kathryn Harwell	Jeanette Fabela
Title	Director	StanWORKs Asst. Director
Address	251 E. Hackett Road	251 E. Hackett Road
	Modesto, CA 95358	Modesto, CA 95358
Desk Phone #	(209) 558-2500	(209) 558-2540
Back-up #	(209) 558-2558	
Email	harwellK@stancounty.com	fabelaje@stancounty.com
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		

Tulare County	Primary Contact	Back-up Contact
Name	Idalia Gonzalez	Rosanne Aguirre
Title	CalFresh Program Specialist II	Unit Manager- Change
		Management, Program Policy, and
		Training
Address	4031 W. Noble Ave,	4031 W. Noble Ave,
	Visalia CA 93277	Visalia CA 93277
Desk Phone #	559-623-0142	559-623-0240
Back-up #	559-972-4017	559- 972-3986
Email	IGonzale@tularehhsa.org	RAguirre@tularehhsa.org
	MOU Contact	Director (if not already included)
Name		
Title		
Address		
Desk Phone #		
Back-up#		
Email		