



# RESOLUTION No. 24-451

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTIES OF BUTTE, COLUSA, SUTTER AND YUBA FOR THE PROVISION OF DISASTER CALFRESH EMERGENCY MUTUAL AID, FROM DATE OF EXECUTION THROUGH JUNE 30, 2027

WHEREAS, the Mutual Aid Counties (Nevada, Butte, Colusa, Sutter, and Yuba) are federally mandated to provide Disaster CalFresh benefits under declared disasters and emergencies; and

WHEREAS, California Counties are mandated by the State to take part in a regional Memorandum of Understanding (MOU) to provide mutual aid; and

WHEREAS, the Mutual Aid Counties have a shared interest in giving and receiving aid in the event that the ability to deliver benefits is affected by a declared disaster, emergency or human-caused incident.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding (MOU) by and between the County and Mutual Aid Counties pertaining to the provision of Disaster CalFresh Mutual Aid for the contract term from date of execution through June 30, 2027, hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the MOU on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 20th day of August 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: \_\_\_\_\_

\_\_\_\_\_  
Hardy Bullock, Chair

**MEMORANDUM OF UNDERSTANDING (MOU)  
MUTUAL AID PLAN  
PROTOCOL FOR DISASTER SUPPORT/SERVICES ACCOMMODATION**

This Memorandum of Understanding (hereafter “MOU”) is made and entered into by and between the Counties of Butte, Colusa, Nevada, Sutter, and Yuba (referred to collectively as “Mutual Aid Counties”).

**RECITALS**

WHEREAS, the Mutual Aid Counties listed herein are federally mandated to provide Disaster CalFresh benefits under declared disasters and emergencies; and

WHEREAS, California Counties are mandated by the State to take part in a regional MOU to provide mutual aid; and

WHEREAS, the Mutual Aid Counties have a shared interest in giving and receiving aid in the event that the ability to deliver benefits is affected by a declared disaster, emergency or human-caused incident.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties agree as follows:

**I. TERM**

This MOU shall become effective upon final execution by all parties hereto and shall terminate on June 30, 2027. 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.

**II. PURPOSE**

The purpose of the Mutual Aid Plan is to support partner County Health and Human Services (HHS) agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU are:

- Butte
- Colusa
- Nevada
- Sutter
- Yuba

**II. 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 for each emergency response related to operating a Disaster Program, in accordance with each County's Disaster CalFresh Plan. It is understood that Attachment A will be updated and replaced over time. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting County HHS Director, or designee, may make special arrangements with the Supporting County HHS 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.

### **III. TERMINATION**

A County's participation in this MOU may be terminated at any time by the County, or its County HHS Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other party. 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.

### **IV. DEFINITIONS**

- A. "Mutual Aid Counties" is defined as the counties who have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster either natural or human caused.
- B. "Disaster Mutual Aid County" is the County in need of disaster support assistance/services due to a catastrophic disaster, emergency or human-caused incident. This County may also be referred to as the Disaster County.
- C. "Supporting Mutual Aid County" is 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. "Public Assistance" includes, but is not limited to, Disaster CalFresh (D-CalFresh), Disaster Supplemental Nutrition Assistance Program (D-SNAP), CalWORKs Cash Assistance and Medi-Cal benefits.
- E. "EBT" stands for Electronic Benefits Transfer system, which is the electronic issuance of CalFresh and/or CalWORKs cash benefits to eligible households.
- F. "CalFresh Program benefit issuance services" is the issuance of any program benefits which the County is obligated to initiate/implement during the aftermath of a disaster occurrence within the County's jurisdiction.

- G. "Cybersecurity Incident" is defined as a cyber security attack causing disruption of a county's ability to provide essential services.

## **V. RESPONSIBILITIES OF THE MUTUAL AID COUNTIES**

- A. The Mutual Aid Counties shall have the following shared responsibilities:
1. Immediately notify the other Mutual Aid Counties of 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 parties.
  2. Establish rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.
  3. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.
  4. Notify the other mutual aid counties of any changes to key County Contacts set forth in Attachment A, attached hereto and by this reference incorporated herein.
- B. The Disaster County shall be responsible to invoke the protocol of the Mutual Aid Counties post-disaster support/services accommodation process and:
1. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include recovery services provided by the Supporting County to the Disaster County under this MOU.
  2. The Disaster County will create all public statement templates and provide them to the Supporting County to disseminate to the various broadcasting and newsprint media in the Supporting County's jurisdiction. Standard public statement templates shall include:
    - a) The location of the disaster processing sites and the capacity of computers/workstations,
    - b) The dates and times when the disaster processing sites will be operating,
    - c) The required documents needed to apply for the disaster assistance programs, and
    - d) The various methods of applying for disaster assistance programs.
- C. If possible, the Supporting County shall:

1. Be responsible to act upon the Disaster County's request to implement the Mutual Aid Counties 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.
  2. 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.
  3. 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.
- D. The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or requests for financial restitution shall be made against the Supporting County.
- E. The Disaster County will be responsible for submitting all required Federal, State, or local reports to the appropriate agency or agencies.
- F. The Disaster County will be responsible for its own settlement and reconciliation.
- G. 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.
- H. Each Mutual Aid County acknowledges it shall be liable for breaches of confidentiality by its employees and responsible for actions that will be required for mitigation of the breach, which may include, but not limited to:
1. Notification to the individual or other authorities.
  2. All costs associated with notifying the affected individuals.

## **VI. PROTOCOL FOR POST-DISASTER SUPPORT AND SERVICES**

- A. 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:
1. Disaster County will submit a request to implement the Disaster CalFresh Program (D-CalFresh) Plan from the United States Department of Agriculture-Food and Nutrition Service (USDA-FNS) for assistance as necessary to administer the D-CalFresh program.
  2. 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 or incident to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.

3. As soon as administratively feasible, the Disaster County will 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.
  - a) The level of communication will be between the head or designee(s) of the agency/department 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. Mutual Aid County Contact information is set forth in Attachment A to this MOU.
    - (1) The initial communication shall include:
      - (a) County's analysis of the devastation
      - (b) Type of support/services the Disaster County is requesting from the Supporting County
      - (c) Estimated length of time assistance is needed
      - (d) As conditions change, the Disaster County can submit modified requests for assistance
    - (2) This initial communication will allow the Supporting Mutual Aid Counties to internally prepare personnel for the additional support/services.
- B. Prior to the end of the disaster support period, the Supporting Mutual Aid counties shall jointly agree to an end date of the support activities.

## **VII. DISASTER SUPPORT SERVICES AND ACTIVITIES**

- A. The Supporting County may provide the following post-disaster support services/activities as needed by the Disaster County:
  1. Up to ten (10) worksite locations, such as desks or cubicles, which could be located at County District Offices or Local Assistance Centers
  2. Technical assistance which may include, but is not limited to:
    - a) EBT functionality access and EBT card issuance
    - b) Security and password changes
    - c) Issuance of the Disaster County's Beneficiary Identification Cards for Medi-Cal benefits

- d) Benefit authorization - On-line or batch set-up
- e) Lending of Personal computer (PC) software and/or hardware
- f) Connectivity
  - (1) Telephone
  - (2) Internet services

3. Personnel support services may include, but are not limited to, the following:

- a) On-site support to assist at the disaster response centers in the Disaster County
- b) Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files
- c) Arrange for transportation, housing, and food for personnel from the Supporting County in the Disaster County
- d) Arrange for transportation, housing, and food for personnel from the Disaster County in the Supporting County
- e) If feasible, assist the Disaster County in processing paper applications
- f) Transmit the demographic and benefit authorization files for the disaster applications that it processes to the Disaster County's EBT contractor
- g) Call Center Support – Those supporting Mutual Aid Counties with call centers to assist with the processing of on-line 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 public assistance programs

- B. 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:
1. Processing electronic, faxed, scanned, mailed, or emailed disaster applications
  2. Using electronic or other forms of teleconferencing to interview or meet
  3. Using Virtual Private Network accounts (VPN)
  4. Using [www.benefitscal.org](http://www.benefitscal.org)
  5. Working with the consortium to leverage technical capability when available for remote Mutual Aid Counties assistance

#### **VIII. COSTS AND REIMBURSEMENT**

- A. The Mutual Aid Counties agree to provide the support and services specified in this Agreement with no expectation of direct reimbursement by the other Party, except to the extent that any third-party payor, such as the United States Government, has funds or processes available for reimbursement of a Party's activities under this Agreement, the Parties agree to cooperate fully with one another in submitting any appropriate claim(s) for reimbursement and providing copies of records necessary to submit claims.
- B. The Supporting County is responsible to complete timesheets, provide receipts and other documents that are needed for the Disaster County to obtain disaster program reimbursement for the Mutual Aid County assistance and maintain their records for future audit request(s) by the third party.
- C. Nothing contained herein shall prevent any responding Party from assuming such loss, damage, expense, or other cost or from donating such services to the receiving Party without charge or cost.
- D. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

#### **IX. INDEMNITY**

- A. The Disaster County shall defend, indemnify, and hold harmless the Supporting County and its authorized agents, officers, volunteers and employees from any and all liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Disaster County Department of Health & Human Services, or other County Department providing services, its authorized agents, officers, volunteers and employees in the performance of services rendered under this MOU by Supporting County, or any of Supporting County officers, agents, employees, contractors, or sub-contractors.



- B. The Supporting County shall defend, indemnify, and hold harmless the Disaster County and its authorized agents, officers, volunteers and employees from any and all liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Supporting County Department of Health & Human Services, or other County Department providing services, its authorized agents, officers, volunteers and employees in the performance of services rendered under this MOU by Disaster County, or any of Disaster County officers, agents, employees, contractors, or sub-contractors.

#### **X. INSURANCE**

- A. Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain sufficient funds, whether through insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property, professional liability, pollution and business automobile liability adequate to cover its potential liabilities hereunder.
- B. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages.
- C. Failure to maintain insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

#### **XI. COUNTERPART EXECUTION**

This MOU may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same MOU.

#### **XII. ENTIRE MOU**

This document and the documents referred to herein or attachments hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

#### **XIII. ATTACHMENTS**

Attachment A: Contact List

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.

YUBA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Don Blaser, Chair

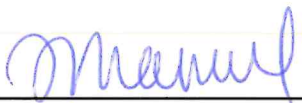
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Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Janet E. Bender, County Counsel

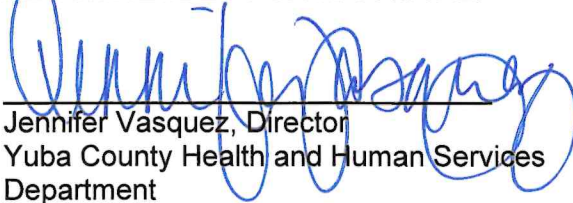
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Date

INSURANCE PROVISIONS APPROVED:

  
\_\_\_\_\_  
Tiffany Manuel, Director  
Human Resources and Risk Management

7-26-24  
\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and Human Services  
Department

8/9/24  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Mary Pasillas, Clerk of the Board

8/27/2024  
\_\_\_\_\_  
Date

\*\*\*Opted to not participate in agreement

~~BUTTE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES~~

\_\_\_\_\_  
, Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
, County Counsel

\_\_\_\_\_  
Date

~~BUTTE COUNTY BOARD OF SUPERVISORS~~

\_\_\_\_\_  
, Chair

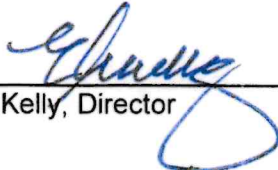
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ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

  
\_\_\_\_\_  
Elizabeth Kelly, Director

8/20/2024  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Richard Stout, County Counsel

8/20/2024  
\_\_\_\_\_  
Date

COLUSA COUNTY BOARD OF SUPERVISORS

  
  
\_\_\_\_\_  
Gary J. Evans, Chair

8/20/2024  
\_\_\_\_\_  
Date

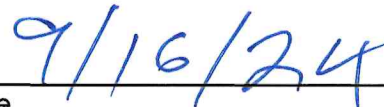
ATTEST: Wendy G. Tyler, Clerk of the  
Board of Supervisors

By:   
\_\_\_\_\_  
Tiffany Jorgensen

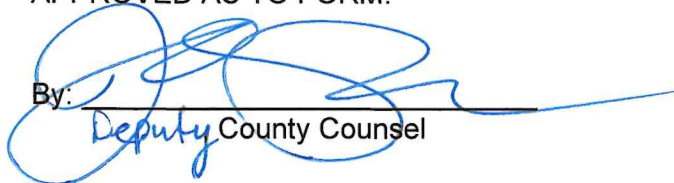
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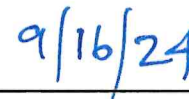
NEVADA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

  
\_\_\_\_\_  
, Director

  
\_\_\_\_\_  
Date


APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Deputy County Counsel


  
\_\_\_\_\_  
Date


NEVADA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Date

ATTEST:

By:   
\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Date

SUTTER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

  
Sarah Eberhardt Rios, Director


OCT 23, 2024  
Date

APPROVED AS TO FORM:

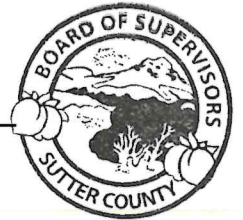
By: W. Zink  
Sutter County Counsel

10/21/24  
Date

SUTTER COUNTY BOARD OF SUPERVISORS

  
Chair

10.22.24  
Date



ATTEST:

Attest. By: Alina Bralman  
Clerk of the Board

10.22.24  
Date