



**MEMORANDUM OF UNDERSTANDING
FOR D-SNAP IN-PERSON APPLICATION SITES
(<LOCAL GOVERNMENT’S FULL LEGAL NAME>)**

This Memorandum of Understanding (“MOU”) is entered into between the Health and Human Services Commission (“HHSC”) and <Insert Local Government’s Full Legal Name – not the County Judge’s, Court’s Name, Mayor’s Name, etc.> (“Local Government”), each a “Party” and collectively the “Parties,” to establish a list of emergency locations/sites that will be available for use to deliver Disaster Supplemental Nutrition Assistance Program (“D-SNAP”) services for counties that have received a presidential major disaster declaration with individual assistance and qualify for D-SNAP in accordance with federal rule 7 C.F.R. Part 280.1.

1. Purpose

The purpose of this MOU is to outline the roles and responsibilities of the Parties regarding the provision of D-SNAP benefits to eligible disaster survivors, as authorized by 7 U.S.C. §2014(h) and in accordance with Tex. Hum. Res. Code §33.0024.

2. Authorized Representatives

The following will act as the designated Representative authorized to administer activities including, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this MOU. The designated Party Representatives are:

HHSC

<Full Name>, CTCM
<Address and Mail Code>
<City, State, and Zip Code>
<Phone Number>
<Email>

Local Government

<Full Name>
<Address and Mail Code>
<City, State, and Zip Code>
<Phone Number>
<Email>

Either Party may change its designated Representative by providing written notice to the other Party at least ten calendar days prior to the change.

3. Joint Responsibilities

The Parties agree to:

- 3.1. coordinate the provision of all supplies, equipment, services, or other items necessary during an emergency disaster;
- 3.2. collaborate to determine the preferred method for communication regarding the D-SNAP program;
- 3.3. participate in a joint post-incident debriefing session after a disaster; and
- 3.4. utilize strategies and cooperative processes that will make this MOU successful.

4. HHSC’s Responsibilities

HHSC agrees to:

- 4.1. maintain a directory of local points of contact for the operation of the D-SNAP program and key emergency personnel;
- 4.2. evaluate and maintain a list of potential sites for in-person application for program benefits that meet federal requirements;
- 4.3. provide information regarding the D-SNAP program by hosting webinars, conducting conference calls, or holding in-person meetings;
- 4.4. evaluate and determine whether sites identified are acceptable and can be included in the D-SNAP site list;
- 4.5. determine the need for the operation of the D-SNAP program based on the anticipated number of applicants and other federal requirements;
- 4.6. determine the need and the procedures for requesting D-SNAP sites for the operation of the program based on the anticipated number of applicants and other federal requirements; and
- 4.7. convene a meeting prior to beginning D-SNAP operations to coordinate efforts.

5. Local Government's Responsibilities

Local Government agrees to:

- 5.1. identify local points of contact for the operation of the D-SNAP program and key emergency personnel;
- 5.2. identify a minimum of two potential sites for in-person application for program benefits using the form and guidance from HHSC that meet or can be modified to meet the following:
 - a. site and bathrooms are accessible by persons who are elderly, persons who use a wheelchair, or persons with other physical disabilities;
 - b. contains area with seating that can be used to accommodate persons who are elderly, persons who use a wheelchair, or persons with other physical disabilities;
 - c. provide space that is adequate in size for various population thresholds;
 - d. is protected from the elements for clients to complete applications;
 - e. has adequate power (electricity, generator), air conditioning/heating, parking, chairs, drinking water, etc.;
 - f. is located within close proximity to public transportation; and
 - g. can be adequately secured by on-site security personnel during designated times for crowd control and securing and transporting materials containing sensitive and confidential information.
- 5.3. Submit a completed “**Pre-Disaster Proposed D-SNAP In-Person Site Identification**” for each potential site on the D-SNAP In-Person Site Identification and Activation Form, which is attached hereto as **Exhibit A** and will be incorporated into this MOU upon acceptance by HHSC as if originally set forth within, and within the timeframes as follows:
 - (i) 60 days of this MOU execution
 - (ii) 60 days as changes are identified in this MOU

- 5.4. Provide Local Government-owned building or property space at no cost to or reimbursement by HHSC during D-SNAP operations by completing the “**Post-Disaster D-SNAP In-Person Site Activation**” for the activated site on the originally submitted D-SNAP In-Person Site Identification and Activation Form. The Post-Disaster D-SNAP IN-Person Site Activation will be incorporated into this MOU upon being fully executed, as if originally set forth within.

6. Additional Terms and Conditions

- 6.1. No Partnership or Joint Venture. The Parties agree that nothing herein shall be deemed to create an association, partnership, or joint venture between HHSC and the Local Government, but is intended solely to guide the relationship between the Parties as required by Tex. Hum. Res. Code §33.0024. Each Party shall pay the cost of its participation in this MOU without cost to or reimbursement by the other Party.
- 6.2. Amendments and Assignments. This MOU may be amended as needed to address changes in statutes, rules, agency policies, or mitigating circumstances by written amendment signed by the Parties. This MOU cannot be assigned to another party without written consent of each Party, except assignment to a successor-in-interest state agency is automatic.
- 6.3. Force Majeure. The Local Government to this MOU is not obligated to provide a site to HHSC to the extent that the site identified for D-SNAP operations is destroyed or made unusable by virtue of a hurricane, flood, other adverse weather events, acts of war or terrorism, fire, riot, civil disorder, disruption of utilities, epidemic or a similar event that is beyond the reasonable control of the Local Government. In the event of such an occurrence, the Local Government shall notify HHSC within 24 hours of the event’s occurrence. If such an event occurs, the Local Government shall identify and make available another suitable site for D-SNAP operation.
- 6.4. Public Information Act. Information, documentation, and other material related to this MOU may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “**Public Information Act**” or “**PIA**”). In accordance with Section 2252.907 of the Texas Government Code, Local Government is required to make any information created or exchanged with HHSC pursuant to this MOU, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to HHSC.
- 6.5. Sovereign Immunity. No provision of this MOU is in any way intended to constitute a waiver by HHSC or the Local Government of any immunities from suit or from liability that HHSC or the Local Government may have by operation of law.
- 6.6. Governing Law and Venue. The Parties agree that this MOU in all respects shall be governed by and constructed in accordance with the laws of the state of Texas, except for its provisions regarding conflicts of laws. The venue of any suit sought in connection with terms and conditions of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, unless mandated otherwise by statute.
- 6.7. Counterparts and Signatures. The Parties may sign this MOU in counterparts, each of which will be deemed an original but all of which together will constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to this MOU.
- 6.8. Entire Agreement. This MOU contains all the terms and provisions between HHSC and the Local Government relating to the matters set forth herein and no prior or

contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this MOU, shall be of any force or effect, except for any correspondence regarding the start and end time for, or extension of, a post-disaster site.

7. Duration and Termination

This MOU shall commence on the date upon which it has been signed by all Parties and terminates on [Date]. Thereafter, this MOU shall **automatically renew for successive two-year terms**, unless either Party gives the other Party at least 60 calendar days' advance written notice of its intent not to renew. Additionally, this MOU may be terminated early by either Party upon providing 90 calendar days' advance written notice to the other Party.

8. Signatures

The undersigned Parties bind themselves to faithful performance of this MOU.

**Health and Human Services
Commission**

<Local Government's Full Legal Name>

By: _____
[Name]
[Title]

By: _____
Name: _____

Date of Execution: _____

Title: _____

Date of Execution: _____

Concurrence by System Support Services:

By: _____
[Name]
[Title]

Date of Execution: _____