

MEMORANDUM OF AGREEMENT (MOA)

Between the
Department of Homeland Security,
Federal Emergency Management Agency
and
Operation HOPE, Inc.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, Federal Emergency Management Agency (FEMA) and Operation HOPE, Inc. Operation HOPE, Inc. will fulfill this memorandum through its HOPE Coalition America (HCA) division. FEMA and HCA have designated roles and responsibilities in the National Response Framework (NRF).

In the NRF, FEMA is designated as the Coordinator and the Primary Agency for Emergency Support Function #6 (ESF-6), which encompasses Mass Care, Emergency Assistance, Housing, and Human Services. This agreement sets the framework for HCA, an ESF-6 Supporting Agency, to work with FEMA under ESF-6.

A. FEMA

1. PRIMARY MISSION:

FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.

2. SPECIFIC ACTIVITIES:

In support of the primary mission of FEMA, the Administrator shall:

- a. Build, sustain, and improve the nation's capabilities to prepare for, protect against, respond to, recover from, and mitigate against the risk of natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents;
- b. Partner with Tribal, State, and local governments and emergency response providers, other Federal agencies, the private sector, and nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation's resources to respond to natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents.

B. Operation HOPE, Inc.

Operation HOPE, Inc. is a non-profit public benefit corporation, a national organization that seeks through HCA to deliver certain free financial information

and guidance to individuals, families and businesses that are affected by Presidentially declared major disasters or emergencies. HCA will provide these services including “economic triage,” that is, immediate financial and debt counseling, and long-term economic reintegration and case management by engaging employees and volunteers from the financial services industry. Financial volunteers may include senior bankers, and insurance professionals, attorneys, accountants and business consultants. HCA seeks to serve as a one-stop umbrella operation, utilizing existing resources within the banking, financial services, and insurance industries to meet the needs of individuals and businesses affected by major disasters or emergencies.

Beneficiaries of HCA include governmental agencies, businesses, and individuals affected by a Presidentially declared major disaster or emergency. HCA's priority is to empower those most vulnerable to the impact of the disaster to help them achieve an acceptable recovery using all available resources.

Operation HOPE will also conduct continuous, pre-disaster emergency financial literacy presentations and seminars to reduce the number of people who will need immediate assistance after a disaster.

II. AUTHORITY

This Agreement is authorized under section 309(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“The Stafford Act”), Public Law 93-288, 42 U.S.C. § 5121, et seq..

III. PURPOSE

This Agreement provides a framework within which HCA and FEMA will cooperate with each other to carry out their respective responsibilities. HCA will use reasonable best efforts to provide financial and debt-counseling services of all types to those persons affected by a Presidentially declared major disaster and emergency where FEMA assists with the response and recovery operations and mitigation, subject to the resources available to HCA. FEMA will cooperate with HCA as described in this document.

IV. RESPONSIBILITIES

A. Both FEMA and HCA will:

1. Actively support and strive to provide guidance and/or leadership within National Voluntary Organizations Active in Disaster (National VOAD), as well as state and local VOADs.
2. Cooperate fully in disaster training and exercise opportunities by:
 - a. Sharing information about existing disaster-related exercise and training opportunities.

- b. Jointly participating in disaster-related exercises and training opportunities including in exercise and training developmental processes, as appropriate.
3. Develop tools and reports for information sharing during a disaster. Any information shared will comply with the Privacy Act, and to the extent required and allowable under Freedom of Information Act (FOIA), and any other law or regulation. HCA shall protect any information received from FEMA as required by the Privacy Act. HCA will continue to maintain their strict policy for client confidentiality.
 - a. Jointly share emergency management information and reports, such as Geographic Information System (GIS) disaster products, community demographics, and community resources.
 - b. Regularly share reports, policies, guidance manuals, brochures, videos, and other information and training resources.
 - c. Work together to maximize use of common terminology and definitions.
 - d. Share information with one another in a timely manner, including but not limited to daily operations information; and other information which the parties may later agree to share in order to carry out their respective missions.
 - e. Each party respects the right and obligation of the other to define and protect any category of information that it deems to be of an internal use only, confidential in nature, or otherwise restricted from release unless its release is required by law.
4. Contribute to the public awareness of the partnership between FEMA and HCA and ensure reciprocal communication flow by performing the following as appropriate or as needed:
 - a. Informing and including one another in key national emergency planning and coordination initiatives, to the extent required and allowable by the Privacy Act and FOIA.
 - b. Referencing each entity in publications and announcements, as appropriate.
 - c. Encouraging tribal, territorial, and state emergency management agencies to act collaboratively with their HCA counterparts and FEMA regional offices.
 - d. Encouraging the private sector to act collaboratively with both entities.

B. FEMA will:

1. Coordinate through the FEMA Individual Assistance Division, to assist HCA with access to other FEMA Directorates/Offices, DHS and other Federal agencies/departments to ensure open communication and cooperation with HCA.
2. Include HCA in catastrophic planning that endeavors to include all sectors of the whole community emphasizing realistic planning for the potential for extraordinarily challenging and complex disaster scenarios, as appropriate.
3. Notify HCA of major disaster and emergency declarations including detailed information as appropriate, through the distribution of the daily National Situation Report.
4. Participate on HCA disaster planning committees and/or working groups, as appropriate.
5. Designate the Individual Assistance Division Director, or a designee, as the senior FEMA liaison to HCA. The senior FEMA liaison is responsible for effectively integrating HCA across all relevant elements of FEMA, as applicable.
6. Engage in joint projects with HCA, as appropriate, that promote efficient, timely, and effective public service in emergency management that strives to address needs throughout the whole of society.
7. Assist HCA in disaster response and recovery activities by facilitating the access to Disaster Recovery Centers, temporary use of FEMA facilities, equipment and supplies, as appropriate, when HCA is engaged in providing relief during and after a major disaster or emergency, insofar as governmental regulations, resources, and priorities allow.
8. Allow HCA or HCA representation within FEMA Disaster Recovery Centers (DRC), as appropriate and pursuant to FEMA regulations and policies, to provide information about financial assistance directly to clients as allowable under the Privacy Act and FOIA.

C. Operation HOPE, Inc. will:

1. Establish, and update as needed, procedures by which it can respond, subject to need and available resources, to requests from FEMA for pre-disaster preparedness and recovery orientations and post-disaster financial guidance and case management. Initially, in the event of a Presidentially declared major disaster or emergency, HCA would expect to activate regional/national HCA phone banks and Internet centers where HCA volunteers will provide telephone and Internet-based assistance, client case management, tracking, follow-up, and follow-through.

2. No compensation from disaster survivors shall be paid to or accepted by participating volunteers or employees, nor may participating volunteers or employees accept any fee-generating business for him or herself for any business with which he or she may be connected in any way from disaster survivors. Fee-generating business, for the purpose of this memorandum, is that business which might be accepted by local financial consultants because of its potential remunerative value. Participating volunteers and employees should notify the FEMA Regional Administrator or his/her designee of any fee-generating business. Such fee-generating business must be referred through a "blind" referral service to an appropriate entity and shall not be accepted by consultant volunteers or employees operating under this memorandum. Financial services are authorized only to assist disaster survivors in securing benefits under the Act, and in resolving claims arising out of the disaster.
3. Each financial consultant volunteer or employee participating in HCA's program must notify the individual or business of his or her employment with any business or financial institution before any financial or personal information, such as a Social Security number, is exchanged.
4. Provide free pre-disaster education preparation information workshops and financial preparation and recovery seminars. HCA's activities will depend on its resources and the needs generated by the event giving rise to the request for its services.
5. Establish a service delivery plan that will include, at a minimum, a script for use by volunteers in speaking with disaster survivors and a system for interacting with other financial entities to obtain volunteers in a timely manner.
6. Recruit and train national volunteers to provide financial preparation and recovery guidance and long-term recovery services to assist disaster survivors impacted by a Presidentially declared major disaster or emergency.
7. Support FEMA in the development of FEMA courses, as necessary.
8. Disseminate FEMA emergency management information, as appropriate, through its organization and disaster relief operations.
9. Utilize its best reasonable efforts to respond, subject to the availability of necessary resources and as requested by FEMA for financial recovery services, in connection with a declared major disaster and emergency by the Federal government.
10. Use reasonable best efforts to respond with on-the-ground site leadership in the disaster area and with local HCA employees and volunteers, when it is determined by HCA and FEMA to be needed.

11. Comply with FEMA regulations guaranteeing non-discrimination and prohibiting duplication of benefits (see 44 CFR § 206.11 and § 206.91, respectively); assure that any sharing of information about persons or entities using HCA's services complies with the provisions of the Privacy Act, 5 U.S.C. § 552a.
12. Participate, at the community level, in the creation and development of community long-term recovery strategies.
13. Work with the FEMA Voluntary Agency Liaison and the local community in the support of Long Term Recovery Groups, as feasible.
14. Provide free compassionate financial recovery counseling to disaster survivors affected by a Presidentially declared major disaster and emergency, subject to the limitations described above. Such assistance may include one-on-one financial counseling, referral to government and non-profit agencies, economic literacy workshops and public education, as well as technical assistance regarding small business reintegration. HCA activities may also include the following services: housing and mortgage assistance counseling; debt restructuring counseling; small business development counseling; job training counseling; and the repair and rebuilding process.

V. POINTS OF CONTACT

A. FEMA

Ben Curran
Voluntary Agency and Donations Coordination Section Chief
Individual Assistance Division
FEMA Recovery Directorate
500 C St., SW
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www.fema.gov

B. Operation HOPE

Jason Yancey
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Los Angeles, CA 90017
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Email: Jason.Yancey@operationhope.org

VI. OTHER PROVISIONS

- A. Nothing in this MOA is intended to conflict with current law or regulation or the directives of FEMA or DHS. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

- B. Nothing in the MOA is intended to restrict the authority of either party to act as provided by law, statute, or regulation.
- C. Nothing in this MOA shall be interpreted as affording FEMA or HCA any role in the content or programming decisions of the other entity.
- D. In order to facilitate and accomplish the goals and objectives set forth in this MOA, HCA and FEMA will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- E. The use of Federal facilities, supplies, and services undertaken under this MOA will be in compliance with regulations promulgated by FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits (see Code of Federal Regulations, 44 C.F.R. § 206.11 and § 206.191 respectively).
- F. This MOA is between FEMA and Operation HOPE, Inc. and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against Operation HOPE, Inc., its Board of Directors, and any of its staff.
- G. The parties will use or display each other's name, emblem, or trademarks only to inform individuals, organizations and government agencies of the services provided under this MOA
- H. This MOA is not a fiscal or funds obligation document. However, FEMA will use its best efforts to inform Operation HOPE of funding opportunities available through FEMA, DHS and other federal agencies.

VII. EFFECTIVE DATE

The terms of this MOA will become effective on the date of the last signature by the parties as indicated on the signature page of this MOA.

VIII. MODIFICATION

This MOA may be modified upon the mutual, written consent of the parties.

IX. SUPERSESSION

This MOA supersedes the Memorandum of Understanding between the U.S. Department of Homeland Security and Operation HOPE, Inc., that was executed on January 21, 2004.

X. TERMINATION

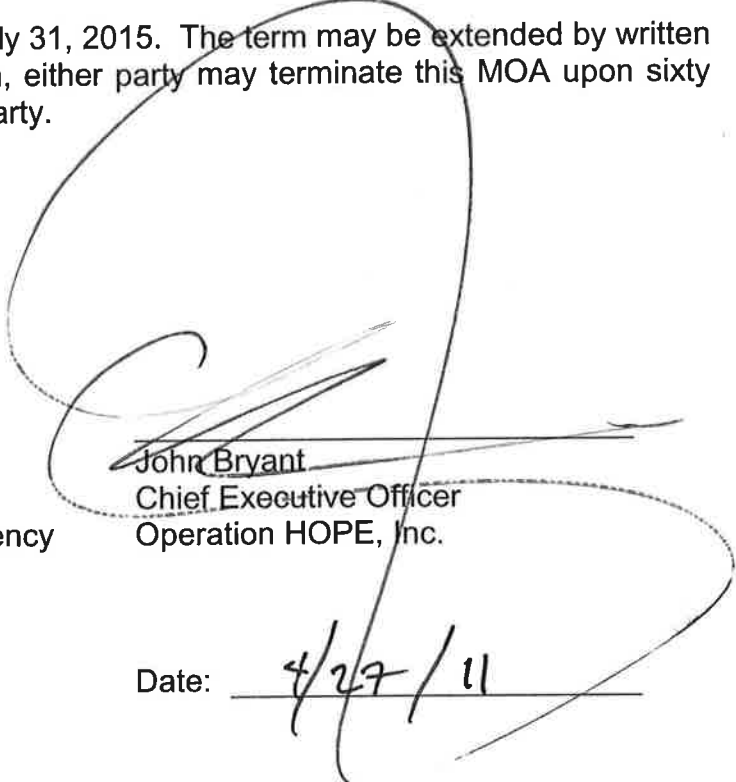
This MOA will remain in effect until July 31, 2015. The term may be extended by written agreement of the parties. In addition, either party may terminate this MOA upon sixty (60) days written notice to the other party.

APPROVED BY:



W. Craig Fugate
Administrator
Federal Emergency Management Agency

Date: 4/27/2011



John Bryant
Chief Executive Officer
Operation HOPE, Inc.

Date: 4/27/11