

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.19  
(ID # 5567)

MEETING DATE:

Tuesday, October 31, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Proposal to implement the CalFresh Restaurant Meals Program for the Homeless, Elderly and Disabled and Associated Memorandum of Understanding (MOU) template between DPSS and Restaurants. [Districts: All]; [Total Cost: \$0];

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the implementation proposal for the CalFresh Restaurant Meals Program (Attachment A);
2. Approve the draft MOU template for the CalFresh Restaurant Meals Program (Attachment B);
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to enter into agreements with business partners and exercise renewal options, based on the availability of the CalFresh Restaurant Meals Program, and sign amendments to the MOU that do not change the substantive terms of the agreements.

ACTION: Policy

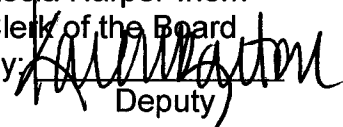
  
Susan Von Zabern, Director of Public Social Services 10/11/2017

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 31, 2017  
xc: DPSS, Purchasing

Kedia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>NET COUNTY COST</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

**CalFresh** (formerly known as Food Stamps) is an entitlement program providing monthly benefits to assist low-income households in purchasing the food they need to maintain adequate nutritional levels. In general, these benefits are for any food or food product intended for human consumption.

On May 1, 2004, counties were offered the option to implement a Restaurant Meals Program (RMP), under the CalFresh program, which would enable homeless, disabled, and elderly CalFresh recipients to use their benefits to purchase meals at participating restaurants. In order to implement this program, the County must follow the guidelines set forth in the Manual of Policies and Procedures MPP 63-102(e)(2)(H)(3) (Attachment C), which include, but are not limited to:

- Certifying homeless, elderly and disabled recipients of CalFresh as eligible to purchase low cost meals with CalFresh benefits in restaurants which have entered into a Memorandum of Understanding (MOU) with the county for this purpose;
- Identifying households eligible to participate in the program for the use of CalFresh benefits at authorized restaurants;
- Informing recipients of the names and addresses of participating restaurants;
- Ensuring the RMP indicator code programmed into the county consortium system will only be applied to RMP eligible Electronic Benefit Transfer (EBT) cardholders.

To begin the process of implementing an RMP, DPSS will submit to the California Department of Social Services (CDSS), a proposal requesting approval to implement the RMP (Attachment A). In addition to this proposal, the attached draft MOU (Attachment B) is provided for review and approval.

The Restaurant Meals Program will focus on limited areas of each supervisory district with the highest concentration of aged, disabled and homeless persons. Following are the initial areas by District and Zip codes of the largest concentrations:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

District	City	Zip Codes	Approx. # of Population
1	Riverside	92501, 92506, 92507	
	Wildomar	92595	3200
2	Eastvale	91752	
	Corona	92881	2400
3	San Jacinto	92583	
	Hemet	92545	1600
4	Palm Springs	92262	
	Coachella	92203, 92201, 92253, 92254	1600
5	Moreno Valley	92557, 92518	
	Beaumont	92223	2400

At this time, DPSS requests Board approval for submission of the required documents and subsequently moving forward with the RMP, once CDSS approves all documents.

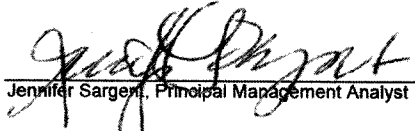
**Impact on Residents and Businesses**

For many homeless, elderly and disabled individuals, CalFresh is of limited assistance, as they are unable to store or prepare food safely themselves. For this reason, California has chosen a federal option allowing approved CalFresh participants to purchase prepared food through the (RMP). The RMP enables homeless, elderly and disabled CalFresh participants to purchase hot, prepared meals with their EBT cards at approved restaurants. Attached is a map of Riverside County population in need (Attachment D).

**ATTACHMENTS:** Attachment A: Restaurant Meals Program Implementation Proposal  
Attachment B: Draft MOU for the CalFresh Restaurant Meals Program  
Attachment C: Manual of Policies and Procedures 63-102(e)(2)  
Attachment D: Riverside County map of need population

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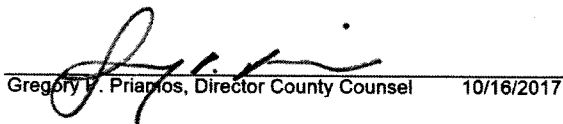
SVZ:lm & kr

  
Jennifer Sargent, Principal Management Analyst

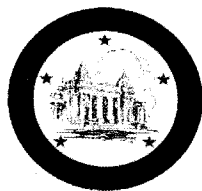
10/24/2017

  
Mark Whitesell, Procurement Services Manager.

10/17/2017

  
Gregory P. Priapos, Director County Counsel

10/16/2017



## County of Riverside Restaurant Meals Program Implementation Proposal

### Outreach Plan:

Riverside County plans to implement RMP through a geographic-based phased in process targeting restaurant recruitments in areas with high RMP eligible populations. To monitor and control for costs associated with program marketing and implementation, outreach efforts would initially focus on restaurant participation in targeted geographic areas.

Marketing and outreach efforts would include the following activities for eligibility staff, CalFresh recipients and potential RMP restaurant providers:

- Develop and train staff on RMP eligibility and access.
- Develop and mail informing notices to all eligible recipients upon implementation.
- Develop RMP informational pamphlets for customers and potential RMP restaurant providers.
- Post RMP information and a directory of participating restaurants on Riverside County's website.
- Collaborate with stakeholders and outreach organizations on dissemination of RMP information to the community and restaurants and encourage participation.
- Recruitment of restaurants with health eating options.
- Design Riverside CalFresh RMP decals to be posted near the entrance of approved RMP restaurants.
- Offer workshops to explain RMP requirements to potential RMP restaurant providers

### County Responsibilities:

Riverside County is aware of the county responsibilities associated with implementation of RMP including:

1. Obtain County Board of Supervisor approval for RMP implementation.
2. Submit a written proposal to CDSS for review and approval.
3. Develop a Memorandum of Understanding (MOU) to be utilized with participating RMP restaurants and post-secondary education institutions operating a qualifying food facility on campus or eligible on-campus food vendors pursuant to Assembly Bill 1747 (Chapter 290, Statutes of 2016).
4. Prepare a demographic analysis by zip code of RMP eligible recipients.
5. Prepare a county marketing and outreach plan to advertise RMP to the restaurant community and eligible recipients.
6. Create county RMP signage for display in participating RMP provider locations.
7. Certify elderly, disabled and homeless CalFresh recipients as eligible to purchase low cost meals with CalFresh benefits at approved restaurants which have entered into MOU's with the county for this purpose.
8. Identify households eligible to participate in RMP for the use of CalFresh benefits at authorized restaurants during the CalFresh Intake and annual Recertification.
9. Inform RMP recipients of the names and addresses of participating RMP providers by providing a list that includes other RMP counties.
10. Ensure the RMP indicator code programmed into the county consortium system, C-IV, will only be activated for RMP-eligible Electronic Benefit Transfer (EBT) cardholders.

Riverside County is part of the C-IV Statewide Automated Welfare System (SAWS). At application and recertification, C-IV will automatically identify RMP eligible households and code the individual's EBT card for RMP use. If the household becomes ineligible for RMP, the system will remove the individual from the program and decode the EBT card.

**Restaurant and AB 1747 Qualifying Food Facility Responsibilities:**

In order to receive CalFresh acceptance and redemption, participating RMP providers must abide by all rules and regulations established by the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS). RMP providers will be notified that involvement in any illegal activity or FNS disqualification resulting from Supplemental Nutrition Assistance Program (SNAP) violations may result in permanent termination from the RMP. USDA Supplemental Nutrition Assistance Program applicants interested in participating with the RMP in Riverside County must comply with the following requirements:

1. Be located in Riverside County.
2. Provide low cost meals during regular business hours to CalFresh RMP recipients.
3. Serve meals at concessional prices which cost less than would be charged to customers not using CalFresh benefits, or discounted meal already offered to certain customers or advertised special or sale priced meals offered to all customers.
4. Prohibit accepting of service gratuity, charging of sales or meal taxes, or sale of alcoholic beverages.
5. Offer healthy food options for RMP recipients.
6. Comply with all county, state and federal health and safety regulations pertaining to food operations.
7. Complete and submit USDA Supplemental Nutrition Assistance Program Application for Meal Services and provide required documents.
8. Notify County when CalFresh Application for Meal Services has been approved by USDA.
9. Enter into an MOU with the County stipulating the restaurant or other RMP eligible provider meets basic government requirements to participate, including the ability to process EBT card payments at the point of sale.
10. Post County's designed signage notifying the public of the provider's participation in RMP.
11. Maintain required liability insurance policy levels.
12. Maintain a current public health operations permit, issued by the Riverside County Health Care Agency, throughout the term of RMP MOU and provide a copy of the permit with the MOU.
13. Obtain and utilize required RMP EBT Point of Sale (POS) equipment for eligible CalFresh RMP transactions. RMP providers are responsible for any vendor costs associated with EBT and or POS equipment and services.
14. Maintain confidentiality of all records and information relating to CalFresh participants. Restaurant owners and approved RMP providers are required to inform their officers, managers, supervisors and employees of the confidentiality provisions. No information pertaining to RMP eligible recipients shall be disclosed except to designated County or RMP provider employees without prior written permission of the SSA Director, or his/her authorized representative.
15. Notify the County DPSS Director of any request for records or information regarding any individual RMP participant.

Riverside County strives to support the community by providing access to healthy and nutritious food to our most vulnerable populations while maximizing CalFresh revenue and enrollment. The expansion of our county's CalFresh program to include the Restaurant Meals Program will significantly aid in these efforts.

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**MEMORANDUM OF UNDERSTANDING**

**AGREEMENT:** CW-03815

**RESTAURANT:** Unassigned Restaurant

**EFFECTIVE:** Upon Execution - June 30, 2022

This Memorandum of Understanding (MOU) is entered into between the County of Riverside, on behalf of its Department of Public Social Services (hereinafter referred to as the "County and or "DPSS") and \_\_\_\_\_ (hereinafter referred to as "RESTAURANT"), to provide low-cost, healthy, prepared meals to individuals who are CalFresh eligible and who have been certified by County to meet the Restaurant Meals Program (RMP) criteria;

The purpose of this MOU is to establish the terms and conditions attached hereto and incorporated herein by this reference, such terms and conditions set forth the requirements under which the RESTAURANT will provide low-cost prepared meals to eligible program participants of the CalFresh Program, who are identified by COUNTY as being elderly, disabled, or homeless;

The undersigned, as authorized representatives of DPSS and RESTAURANT, respectively, certify the establishment of the MOU.

Authorized Signature for County:	Authorized Signature for Restaurant
Printed Name of Person Signing:	Printed Name of Person Signing: Unassigned Restaurant
Title: TBD	Title: Unknown
Address: 10281 Kidd St. Riverside, CA 92503	Address: 1234 ABC Lane XYZ, CA 11111
Date Signed:	Date Signed:

## TERMS AND CONDITIONS

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## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "CalFresh" refers to an entitlement program that provides monthly benefits to assist low-income households in purchasing the food they need to maintain adequate nutritional levels and is federally known as Supplemental Nutrition Assistance Program (SNAP).
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for the CalFresh program and this Agreement.
- C. "EBT" refers to Electronic Benefit Transfer (EBT) which is an electronic system that allows state welfare departments to issue benefits via a magnetically encoded payment card.
- D. "FNS" refers to Food and Nutrition Services.
- E. "Form FNS-252-2" refers to the application for authorization to participate in the Food Stamp Program that Restaurants must submit to the U.S. Department of Agriculture (USDA), Food and Nutrition Services and must notify the County when it receives authorization.
- F. "Golden State Advantage Card" refers to California's EBT card.
- G. "Program Participant" refers to eligible elderly, disabled, or homeless participants of CalFresh that have been certified by DPSS.
- H. "Restaurant" refers to Restaurants and Post-secondary Education Institutions operating a qualifying food facility on campus or eligible on-campus food vendors and its employees, agents and representatives providing services under this Agreement.
- I. "RMP" refers to the California Restaurant Meals Program which is an optional county program that enables homeless, disabled and elderly CalFresh households to use CalFresh benefits to purchase meals at participating restaurants.
- J. "USDA" refers to United States Department of Agriculture.

## II. OBJECTIVES

To identify and set up operational agreement(s) with participating Restaurant(s) so that eligible CalFresh recipients may participate in the Restaurant Meals Program and be able to purchase low-cost, healthy, prepared meals using their Electronic Benefit Transfer (EBT) cards.

## III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Restaurant.
- B. DPSS shall certify eligible elderly, disabled, or homeless participants of CalFresh to purchase low-cost meals with CalFresh benefits in restaurants that have been certified by USDA, Food and Nutrition Services.
- C. DPSS shall identify the Program Participant as a household eligible to participate in the CalFresh Restaurant Meals Program by encoding eligibility status on the EBT card.

- D. DPSS shall inform Program Participant of the availability of the CalFresh Restaurant Meals Program and the names and addresses of the restaurants participating in the CalFresh Restaurant Meals Program.
- E. DPSS shall furnish, at its discretion, informational materials for Restaurant to distribute, which emphasize the benefits in selecting healthier and more nutritional food.
- F. DPSS shall furnish a sign for Restaurant to post in a manner and place prescribed by DPSS informing the general public of the Restaurant's participation in this program. Included in the posting will be references to nondiscrimination statutes and regulations.
  - 1. DPSS may monitor the performance of the Restaurant in meeting the Terms and Conditions applicable to the services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Restaurant through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Restaurant self-monitoring; conduct participant interviews to determine program compliance.
  - 2. If, in the course of monitoring and evaluation, DPSS discovers any practice, procedure or policy of the Restaurant that deviates from the terms of this MOU; that violates State or Federal statutes or regulations; that threatens the success of the program being carried out by DPSS and supported by this MOU; or that jeopardizes the fiscal integrity of said program; DPSS may issue a corrective action notice that shall be addressed in writing by the Restaurant within fifteen days of receipt of such notice to be able to continue in this program.

#### IV. RESTAURANT RESPONSIBILITIES AND SCOPE OF SERVICE

- A. Assign staff to be liaison between the Restaurant and DPSS.
- B. Restaurant shall provide low cost meals for breakfast, lunch and/or dinner during regular business hours to Program Participants. Low cost meals are defined as:
  - a. Meals that cost less than what would be charged to customers not using CalFresh benefits; or
  - b. Discounted meals already offered to certain customers; or
  - c. Advertised special (i.e. breakfast, lunch, and/or dinner combination meals) or sale priced meals, offered to all customers.
- C. Restaurant shall include healthy options in the low cost meals menu.
- D. Restaurant shall distribute informational materials supplied by DPSS at their discretion that emphasizes the benefits in selecting healthier and more nutritious food.
- E. Restaurant shall require verification that Program Participants are eligible to purchase meals using CalFresh benefits. Verification of the CalFresh Restaurant Meals Program eligibility is performed electronically via a Golden State Advantage EBT card at the Point of Sale (POS) device.
- F. Restaurant shall provide meals to all Program Participants under this MOU without regard to race, color, creed, religion, national origin, ethnic group identification, age, sexual orientation, gender, domestic partner status, marital status, political beliefs, disability, association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

- G. Restaurant shall collect payment from Program Participants eligible under this MOU by use of the Golden State Advantage EBT card or cash.
- H. Restaurant will complete a USDA Food Stamp Application for Meal Services (FORM FNS 252-2 or its federally approved replacement). Restaurant must provide DPSS with a copy of the certification document once received from FNS.
- I. Restaurant shall install Electronic Benefit Transfer (EBT) equipment, and/or software from an EBT certified processor and be available to service CalFresh Restaurant Meals Program Participants within 60 calendar days of notification from DPSS acknowledging FNS Certification.
- J. Restaurant shall post a sign in a manner and place prescribed by the DPSS informing the general public of the Restaurant's participation in this program. Included in the posting must be references to nondiscrimination statutes and regulations. The Restaurant shall remove the sign when the Restaurant terminates participation in the program.
- K. Restaurant shall NOT include a service gratuity, nor is the Restaurant permitted to accept CalFresh benefits as payment of a gratuity. Furthermore, Restaurant shall not charge a sales or meals tax to any Program Participant who uses CalFresh benefits to purchase a meal.
- L. Restaurant shall NOT accept CalFresh benefits as payment for gift cards.
- M. Restaurant shall NOT accept CalFresh benefits for the purchase of alcoholic beverages.
- N. Restaurant shall abide by the rules and regulations of the USDA/FNS and the California Department of Social Services (CDSS) regarding CalFresh acceptance and redemption. Rules and regulations can be found at:  
<http://www.cdss.ca.gov/foodstamps/entres/getinfo/pdf/fsman2.pdf>
- O. Restaurant shall comply with all local, state, and federal health and safety regulations pertaining to retail food operations. Restaurant shall maintain a retail food permit, issued by the County of Riverside, throughout the term of this MOU. Restaurant shall provide a copy of such current permit upon request of DPSS.
- P. Restaurant agrees to participate in and cooperate with studies and surveys DPSS deems necessary to meet its monitoring and evaluation responsibility.
- Q. Restaurant shall furnish all data, statements, records, information, and reports necessary for DPSS to monitor, review, and evaluate the program and its components.

## V. INSTITUTION OF HIGHER EDUCATION RESPONSIBILITIES

In addition to all responsibilities detailed under **Section IV, A-Q**, Institutions of Higher Education operating qualifying restaurants on campus must also comply with the following:

- R. Inform students about the Restaurant Meals Program annually, using materials provided by DPSS.
- S. Provide annually, all on-campus food vendors not operated by the Institution of Higher Education with information regarding the Restaurant Meals Program, how to enter into an MOU with DPSS, and how to apply with the USDA to become an authorized food vendor.

## VI. ADMINISTRATIVE

### 1. PARTICIPANT'S COMPLAINTS

Restaurant shall develop, implement, and maintain procedures for receiving, investigating, and responding to Participant complaints that are directly related to the CalFresh Restaurant Meals Program.

### 2. CONFIDENTIALITY

The Restaurant shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that Program Participant information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Restaurant shall be considered and kept confidential by the Restaurant, its staff, agents, employees and volunteers. The Restaurant shall require all of its employees, agents, restaurant's chains and volunteer staff who may provide services under this MOU with the Restaurant before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Restaurant by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Restaurant shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOU. The Restaurant agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. HOLD HARMLESS/INDEMNIFICATION

Restaurant agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Restaurant, its officers, employees, restaurant chains, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Restaurant, its officers, agents, employees, restaurant's chains, agents or representatives from this Agreement. Restaurant shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Restaurant, Restaurant shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Restaurant's indemnification to County as set forth herein. Restaurant's obligation to defend, indemnify and hold harmless County shall be subject to County having given Restaurant written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Restaurant's expense, for the defense or settlement thereof. Restaurant's obligation hereunder shall be satisfied when Restaurant has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Restaurant's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Restaurant from indemnifying County to the fullest extent allowed by law.

### 4. INSURANCE

a. Without limiting or diminishing the Restaurant's obligation to indemnify or hold the County harmless, Restaurant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### (1) Worker's Compensation:

If the Restaurant has employees as defined by the State of California, the Restaurant shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to

waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Restaurant's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Restaurant shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Restaurant's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Restaurant's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Restaurant shall cause Restaurant's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Restaurant shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Restaurant's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Restaurant has become inadequate.
- (6) Restaurant shall pass down the insurance obligations contained herein to all tiers of restaurant's chains working under this Agreement.
- (7) The insurance requirements contained in this MOU may be met with a program(s) of self-insurance acceptable to the County.

## 5. ASSIGNMENT

The Restaurant shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

## 6. EMPLOYMENT PRACTICES

- a. The Restaurant shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Restaurant shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

## VII. GENERAL

### A. EFFECTIVE PERIOD

The term of this MOU shall commence upon execution of the MOU by both parties through June 30, 2022. This MOU may be renewed thereafter for successive five County Fiscal Year periods, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

### B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services  
Self Sufficiency, CalFresh Program Specialist  
Restaurant Meals Program  
P.O. Box 7789  
Riverside, CA 92513

RESTAURANT: Unassigned  
Restaurant  
1234 ABC Lane  
XYZ, CA 11111

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

### C. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Restaurant shall proceed diligently with the performance of the Agreement pending DPSS' decision.

### D. SANCTIONS

Failure by the Restaurant to comply with any of the provisions covenants, requirements, or conditions of this MOU including, but not limited to, reporting and evaluation requirements, shall be a material breach of this MOU. In such event, DPSS may immediately terminate this



MOU and may take other remedies available by law, or otherwise specified in this MOU. DPSS may also:

1. Afford the Restaurant a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS.
2. In the event the Restaurant receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Restaurant shall promptly refund the disallowed amount to DPSS on request.

**E. GOVERNING LAW**

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

**F. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

**G. TERMINATION**

This MOU may be terminated without cause by either party by giving thirty (30) days written notification to the other party.

**H. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

- 1) Amend Section 63-102(e)(2) et seq. to read:

63-102 Definitions (Continued)

63-102

(e) (Continued)

(2) "Eligible food" means: (Continued)

- (C) Meals prepared and delivered by an FNS authorized meal delivery service to households eligible to use ~~coupons~~ benefits for the purchase of delivered meals; or meals served by a communal dining facility for the elderly to households eligible to use ~~coupons~~ benefits for communal dining.
- (D) Meals prepared and served to households eligible to use ~~coupons~~ benefits to purchase those meals by a drug or alcoholic treatment and rehabilitation center which is authorized by FNS to accept ~~coupons~~ benefits in exchange for meals.
- (E) Meals prepared and served to eligible blind or disabled residents receiving benefits under Title II or Title XVI of the Social Security Act by a group living arrangement which is authorized to accept ~~coupons~~ benefits in exchange for meals.
- (F) (Continued)
- (G) Meals prepared for and served to homeless food stamp households by a public or private nonprofit establishment (e.g., soup kitchen or shelter), which has been authorized by the Food and Nutrition Service (FNS) to accept food stamp ~~coupons~~ benefits. This provision only applies to homeless food stamp households.
- (H) Meals purchased by eligible elderly, or homeless or disabled food stamp households under the provision of a CDSS-approved restaurant meal program.
  - 1. Counties shall only contract with individual restaurants that serve meals at concessional prices: meals that cost less than what would be charged to customers not using food stamp benefits or discounted meals already offered to certain consumers or advertised special or sale priced meals offered to all consumers.
  - 2. Restaurants must be authorized by FNS (by approval of the FNS-252-22 submitted by the restaurant) to accept food stamp benefits.
  - 3. Before instituting a restaurant meals program, counties must first submit a written proposal to CDSS for review and approval. All county documents and definitions must reflect the requirements of federal and State regulations. The proposal must contain:

- a. a draft identification card for eligible participants with the person's name, case number, expiration date and signature to be used in conjunction with the Golden State Advantage EBT card;
  - b. a draft publicity sheet to notify restaurants about the requirements of the restaurant meals program;
  - c. a draft publicity sheet for current homeless, elderly, and disabled recipients including information on requirements and availability;
  - d. a draft Memorandum of Understanding (MOU) detailing the obligations of the county to:
    - (i) issue an identification card to each eligible recipient;
    - (ii) inform those recipients of the names and addresses of participating restaurants; and
    - (iii) include signature blocks for persons authorized on behalf of the county and the restaurant.
  - e. a draft MOU detailing the obligations of the restaurant to:
    - (i) prohibit inclusion of a service gratuity in the price of the meal;
    - (ii) prohibit charging sales or meals tax;
    - (iii) prohibit sale of alcoholic beverages to participants; and
    - (iv) require posting of a sign notifying the public of the restaurant's participation in the program and including references to nondiscrimination statutes and regulations.
4. CDSS will review and notify the county of approval or denial of the proposal within 60 days of receipt of the county's draft material. If materials require modification, CDSS will define necessary corrections. On receipt of resubmitted materials, CDSS will make final approval or denial within 60 days.

HANDBOOK BEGINS HERE

5. Counties that choose to participate in the restaurant meals program must recognize that CDSS approval of their written proposal will be contingent upon the availability of State funds.

HANDBOOK ENDS HERE

Authority Cited: Sections 10553, 10554, and 18904, Welfare and Institutions Code.

Reference: Sections 10554, 10830, 11486.5 and 18930 through 18934, Welfare and Institutions Code; 8 U.S.C.A. Section 1522(e); 42 U.S.C.A. 601, et seq.; and 42 U.S.C.A. 5122; 7 CFR 272, 7 CFR 272.4(f); 7 CFR 273, 7 CFR 273.1(c)(5); 7 CFR 271.2; 7 CFR 273.2, .2(e)(3), .2(j), (j)(4), and (v)(2)(i)(B); 7 CFR 273.4(a)(3)(ii) and (iv), .4(c), (c)(2), (c)(3)(iv), and (e)(3)(iv); 7 CFR 273.5(a); 7 CFR 273.8; 7 CFR 273.9(c)(1)(ii)(D); and (c)(11)(i) and (ii); 7 CFR 273.11(a)(2)(iii); 7 CFR 273.12(c)(3); and .12(e); 7 CFR 273.16(c); 7 CFR 273.18(a)(1)(ii); 7 CFR 273.18(e)(3)(v), (e)(5)(v) and (n)(1)(i); 7 CFR 273.21(b); 7 CFR 274.3(a)(2); 7 CFR 274.10; 7 CFR 274.12; 7 CFR 278.1; 7 CFR 2710.2; 45 CFR 401; 45 CFR 400.62; Public Law (P.L.) 100-77, Section 802; (Court Order re Final Partial Settlement Agreement in Jones v. Yeutter (C.D. Cal. Feb. 1, 1990) [Dock. No. CV-89-0768]); Section 66011, Education Code; P.L. 102-237, Section 902; 7 U.S.C. 2014(c)(2)(B) and (k)(2)(F); 7 U.S.C. 2022(b)(4); 8 U.S.C. 1631; U.S.D.A. Food and Nutrition Service Administrative Notices 94-39, 97-44, and 98-56; Hamilton v. Madigan (9th Cir. 1992) 961 F.2d 838; Food Stamp Act Section 6(k)(1); P.L. 104-193, Sections 272, 273, 805, 821, and 827 (Personal Responsibility and Work Opportunity Reconciliation Act of 1996); Federal Register Vol. 59, No. 224, dated November 22, 1994; Federal Register Vol. 65, No. 130, dated July 6, 2000 and Vol. 65, No. 149 Corrections, dated August 2, 2000, and Federal Register, Vol. 66, No. 229, dated November 28, 2001.

1) Amend Section 63-504.72 to read:

63-504 Household Certification and Continuing Eligibility (Continued)

63-504

.7 Identification (ID) Cards (Continued)

.72 Specially Marked ID Cards (Continued)

.723 Any household eligible to participate in the restaurant meal program shall receive an ID card with the person's name, case number, expiration date and signature.

HANDBOOK BEGINS HERE

(a) EBT counties are not to place stickers on EBT cards that could damage ATM/POS devices. A separate ID card will be used in conjunction with the EBT card.

HANDBOOK ENDS HERE

Authority Cited: Sections 10553, 10554, 10604, 11265.1, 11369, and 18904, Welfare and Institutions Code.

Reference: Sections 10554 and 18904, Welfare and Institutions Code; 7 Code of Federal Regulations (CFR) 271.2; proposed 7 CFR 273.2(f)(1)(xii) as published in the Federal Register, Vol. 59, No. 235 on December 8, 1994, (f)(8)(i); (f)(8)(i)(A) as published in the Federal Register, Vol. 59, No. 235 on December 8, 1994; (f)(8)(ii), (h), and (h)(1)(i)(D), 7 CFR 273.2(j)(3) and (4); 7 CFR 273.8(b); 7 CFR 273.9(d)(6)(iii)(F), 7 CFR 273.10(d)(4), (f), (g)(1)(i) and (ii); 7 CFR 273.12(a)(1)(i)(A), (a)(1)(i)(B), and (a)(1)(i)(C)(2); proposed 7 CFR 273.12(a)(1)(vi) as published in the Federal Register, Vol. 59, No. 235 on December 8, 1994, and (c); 7 CFR 273.12(e)(1), (e)(2), and (e)(4); 7 CFR 273.13(a)(2); 7 CFR 273.13(b)(1); 7 CFR 273.14; 7 CFR 273.14(b)(3) and (e); 7 CFR 273.18(e)(6)(ii); 7 CFR 273.21(e)(1), (f)(1)(iii), (f)(1)(iv)(B), (f)(2)(v), (h)(2)(iv), proposed (h)(2)(ix) as published in the Federal Register, Vol. 59, No. 235 on December 8, 1994, (h)(3)(ii), (i), (j), (j)(1)(vi), (j)(1)(vii)(A) and (r), (j)(2)(iii), (j)(3)(ii), (j)(3)(iii)(B), (j)(3)(iii)(C), and proposed (j)(3)(iii)(E) as published in the Federal Register, Vol. 59, No. 235 on December 8, 1994; 7 CFR 274.10; Public Law (P.L.) 100-435, Section 351, P.L. 101-624, and P.L. 103-66; Section 1717, [7 U.S.C. 2014(e)]; 7 U.S.C. 2014(d)(7) and 2017(c)(2)(B); U.S.D.A. Food and Consumer Services, Administrative Notices 94-39 and 97-50; P.L. 104-193, Sections 801, 807 and 827 (Personal Responsibility and Work Opportunity Reconciliation Act of 1996); Federal Administrative Notice 97-99, dated August 12, 1997; and United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) Administrative Notice (AN) 02-23, dated February 6, 2002; and USDA FNS AN 03-23, dated May 1, 2003.