

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



ITEM: 3.46
(ID # 24655)

MEETING DATE:
Tuesday, April 30, 2024

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Agreement template with multiple Restaurants in Riverside County for the CalFresh Restaurant Meals Program through June 30, 2035; All Districts. [Total Cost: \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement template for the CalFresh Restaurant Meals Program through June 30, 2035 (Attachment A); and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to enter into individual agreements with Riverside restaurants and exercise renewal options, based on the availability of the CalFresh Restaurant Meals Program, and sign amendments to the agreement that do not change the substantive terms of the agreements.

ACTION: Policy

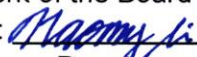

Charity Douglas, DPSS Director

4/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 30, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2024/2025 – 2034/2035

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

CalFresh (formerly known as Food Stamps) provides monthly benefits to assist low-income households in purchasing the food to maintain adequate nutritional levels and for a better diet. CalFresh benefits stretch food budgets, allowing individuals and families to afford nutritious food, including more fruit, vegetables and other healthy foods.

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. October 31, 2017, Item 3.19 the Board authorized DPSS to implement the program and follow the guidelines set forth in the California Department of Social Services (CDSS) Manual of Policies and Procedures MPP 63-102(e)(2)(H)(3) (Attachment B), 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 Agreement (MOA) 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.

There are currently 276 local restaurants that have served 113,378 RMP participants throughout Riverside County. In Fiscal Year 2023/2024, CalFresh benefits have infused approximately \$12,703,900.26 into the local community via RMP participating restaurants. RMP will continue to focus on limited areas of each supervisory district with the highest concentration of aged, disabled, and homeless persons.

DPSS requests Board approval to continue with RMP through 2035 or until the program is no longer managed by County of Riverside.

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

Impact on Residents and Businesses

The Restaurant Meals Program (RMP) provides homeless, elderly, and disabled CalFresh participants the option to use their CalFresh Food benefits to buy prepared meals at approved participating restaurant vendors. The RMP is available to older adults aged 60 or older, people with disabilities, and homeless persons, and their spouses.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact to County General Funds.

ATTACHMENTS:

Attachment A: Draft MOA for the CalFresh Restaurant Meals Program

Attachment B: Manual of Policies and Procedures 63-102(e)(2)



Brianra Lontajo, Principal Management Analyst

4/23/2024



Gregg Gu, Chief of Deputy County Counsel

4/11/2024

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

and

CONTRACTOR NAME HERE
Restaurant Meals Program
DPSS-XXXXXXX



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This Agreement (“Agreement”) is made and entered by and between **CONTRACTOR NAME HERE** (“CONTRACTOR”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (“COUNTY”). The parties agree as follows:

1. 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. “CONTRACTOR” and “Restaurant” refers to **Enter Vendor Name** including its employees, agents, representatives, subcontractors and suppliers. For the purposes of this agreement, “Contractor” and “Restaurant” are used interchangeably.
- C. “DPSS” or “County” refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and County are used interchangeably in this Agreement. “
- D. “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.
- E. “FNS” refers to Food and Nutrition Services.
- F. “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.
- G. “Golden State Advantage Card” refers to California’s EBT card.
- H. “Program Participant” refers to any Cal-Fresh recipient determined eligible by DPSS to participate in the RMP. -
- I. “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.
- J. “RMP” refers to the California Restaurant Meals Program, which is an optional county program that enables any Cal-Fresh recipient determined eligible by DPSS to use CalFresh benefits to purchase meals at participating restaurants.
- K. “USDA” refers to United States Department of Agriculture.

2. OBJECTIVES

To establish a partnership with the vendor which will grant program access to the vulnerable CalFresh participants by assisting them in meeting their nutritional needs and enabling them to purchase hot meals/already prepared food items.

3. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services stated in Schedule, A Scope of Services.

4. PERIOD OF PERFORMANCE

1. This Agreement shall be effective upon signature by both parties ("Effective Date") and continues to June 30, 2035 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement and shall diligently and continuously perform thereafter.
2. This Agreement is contingent upon CONTRACTOR receiving, and providing to COUNTY, certification as being authorized by the USDA-FNS to participate in the Supplemental Nutrition Assistance Program for Communal Dining Facilities.

5. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed to with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. This Agreement will be terminated immediately if CONTRACTOR is decertified by the USDA-FNS; fails to maintain and provide to COUNTY a current public health operating permit; funding becomes unavailable; or there are changes in the State and Federal laws.
- G. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

6. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

7. RECORDS, INSPECTIONS, AND AUDITS
- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
 - B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
 - C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
 - D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
 - E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.
8. CONFIDENTIALITY
- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; county information or data which is not subject to public disclosure; county operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
 - B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
 - C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall

not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.

D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

9. **HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

10. **INDEPENDENT CONTRACTOR**

It is agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

11. **NO DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

12. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR 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, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

13. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

14. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

16. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to

imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

17. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

18. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Department of Public Social Services
Self Sufficiency, Program Specialist
CalFresh Restaurant Meals Program
4060 County Circle Drive
Riverside, CA 92503

CONTRACTOR:

**Unassigned
Unassigned Vendor
1234 ABC Lane
XYZ, CA 11111**

19. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

20. ELECTRONIC SIGNATURES

Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign .the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

21. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for CONTRACTOR	Authorized Signature for COUNTY
Printed Name of Person Signing: [[Contact Name (Primary Second Party Contact)]]	Printed Name of Person Signing: Myra Vigil
Title: [[Contact Title (Primary Second Party Contact)]]	Title: Buyer II
Date Signed:	Date Signed:

Schedule A
Scope of Services

SCOPE OF SERVICES

A. COUNTY RESPONSIBILITIES

1. COUNTY shall certify any Cal-Fresh recipient determined eligible by DPSS to purchase low-cost meals with CalFresh benefits in restaurants that have been certified by USDA, Food and Nutrition Services.
2. COUNTY 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.
3. COUNTY 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.
4. COUNTY shall furnish, at its discretion, informational materials for Restaurant to distribute, which emphasize the benefits in selecting healthier and more nutritional food.
5. COUNTY shall furnish a sign for Restaurant to post in a manner and place prescribed by COUNTY informing the general public of the Restaurant's participation in this program. Included in the posting must be references to nondiscrimination statutes and regulations.
6. COUNTY may monitor the performance of the Restaurant in meeting the terms, conditions, and services in this Agreement. COUNTY, 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.
 - a. COUNTY may conduct participant interviews to determine program compliance.
 - b. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of the Restaurant that deviates from the terms of this AGREEMENT; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this AGREEMENT; or that jeopardizes the fiscal integrity of said program, COUNTY may issue a corrective action that shall be addressed in writing to the Restaurant within fifteen days to continue this program.
7. COUNTY reserves the right to evaluate the menu options offered by Restaurant during the selection process. In support of FNS' and California Department of Social Services (CDSS) effort to promote healthy eating for CalFresh participants, COUNTY reserves the right to select Restaurant with healthier menu options.

B. RESTAURANT RESPONSIBILITIES

1. Restaurant will complete a USDA Food Stamp Application for Meal Services reference FORM FNS 252-2 or its federally approved replacement. Restaurant must provide COUNTY with a copy of the certification document once received from FNS.
2. A chain of two or more participating restaurants under the same ownership and structure are only required to secure one Agreement with the COUNTY and provide a typed list of restaurant name (s) and business address (es) to COUNTY.

3. 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.
4. 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 and Certificate of Occupancy or Business License, issued by the city the restaurant is located throughout the term of this Agreement. Restaurant shall provide a copy of such current permit upon request of COUNTY.
5. 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.
6. Restaurant shall include healthy options in the low-cost meals menu.
7. Restaurant shall distribute informational materials supplied by COUNTY at their discretion that emphasizes the benefits in selecting healthier and more nutritious food.
8. 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.
9. Restaurant shall provide meals to all Program Participants under this Agreement 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.
10. Restaurant shall collect payment from Program Participants eligible under this Agreement by use of the Golden State Advantage EBT card.
11. Restaurant shall install State provided 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 COUNTY acknowledging FNS Certification.
12. Restaurant shall post a sign in a manner and place prescribed by the COUNTY 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.
13. 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.

14. Restaurant shall NOT accept CalFresh benefits as payment for gift cards.
15. Restaurant shall NOT accept CalFresh benefits for the purchase of alcoholic beverages.
16. Restaurant agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
17. Restaurant shall furnish all data, statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the program and its components in compliance with paragraph 7: Records, Inspections, and Audits.
18. Restaurant must surrender immediately all EBT equipment, software and/or hardware to the appropriate EBT vendor upon termination of this Agreement; or the revocation of certification by the USDA-FNS.
19. 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.

C. INSTITUTION OF HIGHER EDUCATION RESPONSIBILITIES

In addition to all responsibilities detailed in Schedule A "Restaurant Responsibilities", Institutions of Higher Education operating qualifying restaurants on campus must also comply with the following:

1. Inform students about the Restaurant Meals Program annually, using materials provided by COUNTY.
2. 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 Agreement with COUNTY and how to apply with the USDA to become an authorized food vendor.

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.

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(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.

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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.