

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

and

Vendor Name
Restaurant Meals Program
DPSS-000XXXX

MEMORANDUM OF UNDERSTANDING



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Schedule A – “Scope of Services”

This Agreement is made and entered into this ____ day of _____, 2023, by and between

Vendor Name (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "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" 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 eligible elderly, disabled, or homeless participants of CalFresh that have been certified by DPSS.
- 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 homeless, disabled and elderly CalFresh households to use CalFresh benefits to purchase meals at participating restaurants.
- K. "USDA" refers to United States Department of Agriculture.

2. OBJECTIVES

To identify eligible CalFresh recipients to participate in the Restaurant Meals Program to be able to purchase low-cost, healthy, prepared meals using their Electronic Benefit Transfer (EBT) cards.

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 of this Agreement by both parties and continues to June 30, 2027 unless terminated earlier. This Agreement may be renewed thereafter for successive five County fiscal year periods. 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: Owner	Title: Buyer II
Date Signed:	Date Signed:

Schedule A
Scope of Services

SCOPE OF SERVICES

A. COUNTY RESPONSIBILITIES

1. COUNTY 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.
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 (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/DPSS. 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, 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 or cash.
11. 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 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.
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.

