RESOLUTION - ACTION REQUESTED 2020-457

MEETING: July 28, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Restaurant Meals Program

RECOMMENDATION AND JUSTIFICATION:
Approve the Implementation of the Restaurant Meals Program to Assist Homeless, Disabled, and Elderly CalFresh Recipients in Purchasing Lower Cost Meals from Designated Restaurants; Approve Memorandum of Understanding (MOU) Template that Restaurant Owners Will Sign (Subject to Approval as to Legal Form by County Counsel); and Authorize the Acting Health and Human Services Agency Director to Sign the MOU’s.

The CalFresh Restaurant Meals Program is an optional county program that allows CalFresh recipients who are 60 years of age or older, disabled, or homeless to use their CalFresh benefits to purchase lower cost prepared meals at approved participating restaurants in certain counties.

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.

Due to these unprecedented times, HHSA believes it would be beneficial to implement the 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 at a lower cost. This program would also benefit our local restaurants. In order to implement this program, the County must follow the guidelines set forth in the MOU, 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 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;
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- 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.

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 at a lower cost. These CalFresh benefits can be used to purchase meals only and cannot be used to purchase alcohol. The Restaurant Meals Program will focus on the 95338 zip code at this time. The Department will meet with all interested parties. The county will maintain a listing of all active restaurants participating and post in local offices and/or County website. Staff will update as needed. The Department will require participating restaurants to post signage informing patrons of the ability to utilize CalFresh benefits at their location.

BACKGROUND AND HISTORY OF BOARD ACTIONS: Mariposa County has not previously operated a Restaurant Meals Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The homeless, disabled and elderly population would not have the benefit of purchasing a lower cost hot meal with their CalFresh benefits from our local restaurants.

FINANCIAL IMPACT:
There is no net County cost associated with the implementation of the RMP. CalFresh benefits are issued directly to clients by USDA and have no county share of cost.

ATTACHMENTS:
Mariposa County Restaurant Meals Proposal (DOCX)
Mariposa county restaurant meals retailer signage (DOCX)
Mariposa County zip code map - RMP (DOCX)
Mariposa county restaurant meals MOU (DOCX)

RESULT: ADOPTED [UNANIMOUS]
MOWER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
ATTENTION EBT CALFRESH CUSTOMERS

Only elderly, disabled, or homeless CalFresh customers, who have been approved for the restaurant meals program and show a valid EBT card to the cashier, may purchase meals from this restaurant.

EBT CARDS ACCEPTED HERE

MARIPOSA COUNTY Health & Human Services Agency
Public Assistance Branch
April 21, 2020

To: California Department of Social Services

From: Rebecca Maietto, Deputy Director – Public Assistance Branch
Mariposa County Health & Human Services Agency

Proposal: County of Mariposa requests the approval to implement the CalFresh Restaurant Meals Program (RMP). Mariposa would benefit from incorporating the RMP to make the CalFresh program benefits more accessible to the Elderly, Disabled, and/or Homeless population. Also, this would give the county an opportunity to increase CalFresh enrollment among this specific population and remove the purchasing barriers associated with not having a place to store their food or the inability to prepare their own meals. This population would have the opportunity to eat nutritious and affordable meals while enjoying the opportunity to eat at a restaurant that might have never been an option for them before. In addition, participating restaurants will see an increase in revenue by increasing the patrons they serve.

Demographic Analysis:
Local County data collected reflects a concentration of the Elderly, Disabled, and/or Homeless CalFresh population residing in the following zip codes: 95338. Potential restaurants in these targeted zip codes have been identified and consist of 3 restaurants in 95338.

Outreach and Marketing Plan:
Outreach efforts would initially focus on restaurant participation in the above geographic locations but would continue county-wide. In addition, staff training and outreach efforts would entail the following:

- Train staff on RMP eligibility
- Recruit restaurants with healthy eating options to participate by partnering with the Mariposa County Health & Human Services Agency
- Market the RMP by but not limited to:
  - Create a marketing work plan
  - Create specific RMP literature emphasizing the benefits of selecting healthier and more nutritious food
  - Distribute the literature to local business, advocates and community partners
- Other outreach options may include:
  - Host outreach presentations for local businesses and the community as a whole

Mariposa County is aware of the responsibilities that are associated with incorporating the RMP as outlined below:

County Responsibilities: In order to participate in the RMP, a county must submit a written proposal to the California Department of Social Services (CDSS) for review and approval. The interested county must provide the following:
A Memorandum of Understanding (MOU) that will be utilized with participating restaurants detailing their obligations of both the county and the restaurant
Draft of demographic analysis (by zip code) of the location of the potentially eligible population and its relation to the potential participating restaurants
Draft of the county’s outreach plan to advertise the restaurant meals to the restaurant community and eligible recipient community
Create county signage that would be displayed in the participating restaurants

In addition, the county holds general responsibilities that include the following:

Certify homeless, elderly and disabled recipients of CalFresh as eligible to purchase low cost meals with CalFresh benefits in restaurants which have entered into MOU’s with the county for this purpose
Identify households eligible to participate in the program for the use of CalFresh benefits at authorized restaurants at intake, mid-term report (SAR 7), recertification or when there is a change in the household’s circumstances
Inform RMP-eligible recipients of the names and addresses of participating county restaurants by providing a list that includes other participating RMP counties
Ensure that the RMP Indicator Code programmed into the county consortium system will only be applied to RMP-eligible Electronic Benefit Transfer (EBT) cardholders

Mariposa County is part of the C-IV Statewide Automated Welfare System (SAWS). At application, mid-term report (SAR 7), and recertification, CalSAWS 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 Responsibilities: In order to receive CalFresh acceptance and redemption, participating restaurants must abide by all rules and regulations established by the USDA Food and Nutrition Services (FNS). Participating restaurants 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. A restaurant interested in participating with the RMP must submit the USDA SNAP Application for Meal Services application. Also, restaurants must agree to provide the following:

Low cost or discounted meals, a daily special meal, or an offer of a free food or beverage item, during regular business hours to eligible CalFresh recipients
Must not charge gratuity
Must not charge sales tax
Must post the county’s RMP signage informing the general public of its participation in the program

Mariposa County strives to support the community by providing far-reaching 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 RMP will significantly aid in this continued community support. Thank you for your consideration in this matter.

**Attachments:** Draft MOU  
Customer flyer draft  
Retailer flyer draft  
Retailer signage draft  
Elderly, Disabled, and/or Homeless CalFresh population map
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
AND
FOR THE PROVISION OF
RESTAURANT MEALS PROGRAM TO ELIGIBLE HOMELESS, ELDERLY AND
DISABLED CALFRESH HOUSEHOLDS

This Non-Financial Memorandum of Understanding (MOU) is entered into by and between the Mariposa County acting through its County Welfare Department, hereinafter referred to as “CWD,” and __________, hereinafter referred to as “MEAL PROVIDER.” This MOU contains program content and purpose along with specific guidelines for the implementation and administration of the Restaurant Meals Program (RMP).

CWD and MEAL PROVIDER may be referred to individually as “Party” and collectively as “the Parties.” The County of Mariposa may be referred to as “COUNTY.” The relationship between CWD and MEAL PROVIDER, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to 7 CFR 274, 7 CFR 278 and Welfare and Institutions Code Sections 10553, 10554, and 18904.

2. The Food and Nutrition Services (FNS) Branch of the U.S. Department of Agriculture (USDA), through the California Department of Social Services (CDSS), has authorized a Supplemental Nutrition Assistance Program (SNAP) acceptance and redemption program, through the use of an electronic benefit transfer (EBT) card, at approved RMP facilities. Restaurants participating in the RMP may include both SNAP approved restaurants and approved food vendors at postsecondary educational institutions pursuant to AB 1747. A chain of two or more restaurants under the same ownership and structure may participate under one MOU with CWD.

3. MEAL PROVIDER, having applied for and received approval from the Food and Nutrition Services Branch of the USDA to participate in the RMP, and CWD, as administrator of the CalFresh program in Mariposa County to eligible homeless, elderly, and disabled persons, within the County of Mariposa agree to enter into this MOU for purposes of implementing the RMP.

4. This MOU contains the procedural guidelines authorized by both Parties in providing services.
5. It is expressly understood that this MOU does not constitute a financial commitment between the Parties; rather, the intent of this MOU is a commitment by the Parties to perform their respective responsibilities.
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5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 • 209.966.2000 • info@mariposahsc.org
TERM
The term shall commence on ____________, and terminate on ____________, unless earlier terminated in accordance with Paragraph 0 of this MOU. However, the Parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification and confidentiality.

PURPOSE
The purpose of this MOU is to establish the procedure for the implementation and administration of the RMP for Meal Provider locations in Mariposa County that serve eligible homeless, elderly, and disabled CalFresh households utilizing an EBT card at restaurant facilities approved by the USDA, for individuals who meet the criteria in Paragraph 0, below.

DEFINITIONS

**Low Cost Meals:** Meals that cost less than what would be charged to customers not using CalFresh benefits; or discounted meals already offered to certain customers; or advertised special or sale priced meals offered to all customers.

**EBT Card:** Golden State Advantage Electronic Benefit Transfer card allowing Participants electronic access to their CalFresh benefits.

**Participants:** People eligible pursuant to California Department of Social Services MPP Regulations 63-102(e) to receive Low Cost Meals through the RMP. This population is limited to homeless, disabled, and elderly (age 60 and older) individuals receiving CalFresh benefits.

**Healthy Meal:** Meals that include one or more of the following fresh, baked or grilled items: fruits, vegetables, poultry, fish or low fat meats.

POPULATION TO BE SERVED

**MEAL PROVIDER** shall provide services to eligible homeless, elderly, and disabled CalFresh households.

GOAL
The goal of this MOU is to provide Low Cost Meals and offer Healthy Meal options to Participants at Meal Provider Mariposa County locations. The goal of RMP is to increase food access for Participants who do not have a place to store or cook food, are not able to prepare food or lack access to a grocery store.
SUBCONTRACT/ASSIGNMENT

In the performance of this MOU, MEAL PROVIDER may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of MARIPOSA. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of MEAL PROVIDER, or any change in the corporate structure, the governing body, or the management of MEAL PROVIDER, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this MOU requiring COUNTY approval.

MEAL PROVIDER shall not subcontract for services under this MOU without the prior written consent of CWD. If CWD consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of MEAL PROVIDER to COUNTY. All subcontracts must be in writing and copies of same shall be provided to CWD. MEAL PROVIDER shall include in each subcontract any provision CWD may require.

MEAL PROVIDER RESPONSIBILITIES

MEAL PROVIDER shall undertake the following responsibilities in order to participate in the RMP:

Have its food services physically located in MARIPOSA County and provide a Low Cost Meal with options for Healthy Meals for breakfast, lunch and/or dinner during the Meal Provider’s regular business hours to Participants.

Provide a copy to the County of the USDA SNAP Application for Meal Services approval for Meal Provider to participate in the RMP. Copies shall be mailed to County pursuant to Section 0.

Abide by the rules and regulations of the USDA regarding the acceptance of CalFresh benefits using the EBT Card. Refrain from any illegal or unauthorized EBT Card transactions.

Obtain and utilize USDA approved Point of Sale (POS) equipment compatible with RMP EBT transactions. MEAL PROVIDER is responsible for any maintenance and vendor costs associated with POS equipment and services. The POS equipment is the property and responsibility of the MEAL PROVIDER and not the COUNTY.

Post COUNTY’s designated signage or decal in a manner and place prescribed by COUNTY informing the general public of MEAL PROVIDER’s participation in the RMP. COUNTY designated signage and decal shall be the property of the COUNTY and the COUNTY reserves the right to remove or alter the signage or decal in any way.

Collect payment from Participants by the use of the EBT Card or a combination of EBT Card and cash. EBT Cards cannot be used to receive cash back to Participants.
Shall not discriminate against any Participant on the grounds of race, color, national origin, age, sex, handicap (disability), political belief or religion.

Shall not include a service gratuity in the cost of the meals to be offered, and shall not accept CalFresh benefits as payment of a gratuity. MEAL PROVIDER is also prohibited from charging a sales or meals tax to any Patron.

Prohibit the acceptance of the EBT Cards for the purchase of alcoholic beverages, tobacco, gift cards and non-food items.

Comply with all local, state and federal health and safety regulations pertaining to retail food operations. MEAL PROVIDER shall maintain a current public health operating permit, issued by the County of MARIPOSA Health Care Agency, Environmental Health, throughout the term of this MOU. MEAL PROVIDER shall provide a copy of such current permit upon request of COUNTY.

Furnish all information, statements, records and reports necessary for COUNTY to monitor, review and evaluate Meal Provider compliance.

Immediately notify COUNTY of any change in contact information so RMP Restaurant Participation lists can be maintained and current for Participants.

Immediately notify COUNTY of any request for records or information regarding RMP services.

Pursuant to AB 1747, Meal Providers to this MOU who are an institution of higher education must inform students annually of any qualified and approved RMP facilities on campus.

**CWD RESPONSIBILITIES**

CWD shall undertake the following responsibilities in connection with the RMP:

Certify homeless, elderly and disabled CalFresh recipients as eligible to purchase meals with their CalFresh benefits in participating restaurants.

Inform Participants of the names and addresses of the restaurants participating in the RMP and of the ability of the Participants to purchase Low Cost Meals with CalFresh benefits.

COUNTY shall develop a Quality Assurance Monitoring Plan to monitor MEAL PROVIDER’s operations of the RMP to ensure compliance with the terms and conditions of this MOU. COUNTY may conduct annual compliance reviews including review of any customer complaints, MEAL PROVIDER reports requested by COUNTY, and documentation of MEAL PROVIDER’s current public health operating permit and liability insurance certificate.

COUNTY shall meet with MEAL PROVIDER, as needed, to resolve any non-compliance issues. This does not limit the County’s ability to terminate this MOU pursuant to Section XVI.
FACILITIES

It is mutually understood that MEAL PROVIDER will provide services at the following facility(ies):

________________________________________

________________________________________

NON-DISCRIMINATION

In the performance of this MOU, MEAL PROVIDER agrees that it shall not engage nor employ any unlawful discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State laws.

CONFIDENTIALITY

MEAL PROVIDER agrees to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

All records and information concerning any and all persons served under this MOU shall be considered and kept confidential by MEAL PROVIDER, MEAL PROVIDER’s staff, agents, employees and volunteers. MEAL PROVIDER shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for MEAL PROVIDER under this MOU to sign an agreement with MEAL PROVIDER 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 provided services under this MOU, except as may be required to provide services under this MOU or to those having the capacity to audit MEAL PROVIDER, and as to the latter, only during such audit. MEAL PROVIDER shall provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.

MEAL PROVIDER shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said State law may be guilty of a crime.

MEAL PROVIDER agrees that any and all subcontracts entered into shall be subject to
the confidentiality requirements of this MOU.
Meal Provider agrees that CWD shall not be liable for any breach of confidentiality.

INDEMNIFICATION

MEAL PROVIDER agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold Department of Health and Human Services, the State of California, the COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by MEAL PROVIDER pursuant to this MOU. If judgment is entered against MEAL PROVIDER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, MEAL PROVIDER and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

INSURANCE

Prior to the provision of services under this MOU, MEAL PROVIDER agrees to purchase all required insurance at MEAL PROVIDER’s expense and to deposit with CWD Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with CWD during the entire term of this MOU.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of MEAL PROVIDER’s current audited financial report. If MEAL PROVIDERs SIR is approved, MEAL PROVIDER, in addition to, and without limitation of, any other indemnity provision(s) in this MOU, agrees to all of the following:

In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from MEAL PROVIDER’s, its agents, employee’s or subcontractor’s performance of this MOU, MEAL PROVIDER shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

MEAL PROVIDER’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the MEAL
PROVIDER's SIR provision shall be interpreted as though the MEAL PROVIDER was an insurer and the County was the insured.

If the MEAL PROVIDER fails to maintain insurance acceptable to the County for the full term of this MOU, the County may terminate this MOU.

If MEAL PROVIDER fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

Qualified Insurer:

The policy or polices of insurance required herein must be issued by an issuer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

The policy or policies of insurance maintained by MEAL PROVIDER shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
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</tbody>
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Required Coverage Forms:

Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

Required Endorsements:

Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of MARIPOSA its elected and appointed...
officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of MARIPOSA shall be excess and non-contributing.

All insurance policies required by this MOU shall waive all rights of subrogation against the County of MARIPOSA, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

MEAL PROVIDER shall notify the County in writing within thirty (30) days’ of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this MOU.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 0 of this MOU.

Failure of MEAL PROVIDER to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or CWD, will result in a breach of this MOU.

COUNTY expressly retains the right to require MEAL PROVIDER to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of MARIPOSA Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify MEAL PROVIDER in writing of changes in the insurance requirements. If MEAL PROVIDER does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to MEAL PROVIDER, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit MEAL PROVIDER’s liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

NOTICE AND CORRESPONDENCE

All correspondence concerning this MOU will be in writing and sent to:

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 • 209.966.2000 • info@mariposahsc.org
RESOLUTION OF CONFLICTS

For resolution of conflicts between CWD and MEAL PROVIDER in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the Public Assistance Programs/Program Compliance/CalFresh Program Manager and MEAL PROVIDER manager.

Step 2: Conference between the Deputy Director, Public Assistance Programs/Program Compliance or designee, and MEAL PROVIDER Owner.

Step 3: Conference between the Division Director, Public Assistance Programs or designee and MEAL PROVIDER Owner.

TERMINATION

Either party may terminate this MOU without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either party. Exercise by either party of the right to terminate this MOU shall relieve the Parties of all further obligations under this MOU with the exception of such duties as would normally extend beyond the term of this MOU including, but not limited to, obligations with respect to indemnification and confidentiality.

The obligations of CWD under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the MARIPOSA County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the
event that such funding is terminated or reduced, CWD may immediately terminate or modify this MOU, without penalty. The decision of CWD shall be binding on MEAL PROVIDER. CWD shall provide MEAL PROVIDER with written notification of such determination. MEAL PROVIDER shall immediately comply with CWD’s decision.

GENERAL PROVISIONS

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CWD and any eligible CalFresh recipient household member participating in this program, or any of MEAL PROVIDER's agents or employees.

This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in MARIPOSA County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

MEAL PROVIDER shall maintain all licenses and permits required to perform the services required under this MOU.

MEAL PROVIDER shall develop, implement and maintain procedures for responding to customer complaints.

MEAL PROVIDER represents and warrants that the person executing this MOU on behalf of and for MEAL PROVIDER is an authorized agent who has actual authority to bind MEAL PROVIDER to each and every term, condition and obligation of this MOU and that all requirements of MEAL PROVIDER have been fulfilled to provide such actual authority.

MEAL PROVIDER shall comply with all federal, state and local standards, laws, statutes, restrictions, ordinances, codes, rules, regulations and licensing requirements and all other laws applicable to the Services at the time the Services are provided to and accepted by COUNTY.

COUNTY owns all rights to the name, logos and symbols of COUNTY. The use and/or reproduction of COUNTY’S name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without COUNTY’S prior written consent is expressly prohibited. Furthermore, any press release, including graphic display information to be
published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both Parties.
WHEREFORE, the parties hereto have executed the Memorandum of Understanding in MARIPOSA.

By:__________________________
    ERIC SERGIENKO
    Mariposa County Health & Human Services
    Agency

Dated:__________________________

By: ____________________________
    [Name]
    [Title]
    [Restaurant Name]

Dated:__________________________

Approved As To Form
County Counsel
MARIPOSA California

By:__________________________
    Deputy

Dated:__________________________