

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL 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 County of Orange, acting through its Social Services Agency, (SSA), hereinafter referred to as “SSACOUNTY,” and _____, hereinafter referred to as “PROVIDER.” This MOU ~~contains program content and purpose along with specific guidelines~~ establishes the procedures for the implementation and administration of the Restaurant Meals Program (RMP).

SSA

COUNTY and PROVIDER may be referred to individually as “Party” and collectively as “the Parties.” ~~The County of Orange may be referred to as “COUNTY”.~~ The relationship between SSACOUNTY and 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 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 SSA.

3. PROVIDER, having applied for approval from the Food and Nutrition Services Branch of the USDA to participate in the RMP, and SSA, as administrator of the CalFresh program in Orange County to eligible homeless, elderly and disabled persons within the County of Orange agree to enter into this MOU for purposes of implementing the RMP.
4. This MOU ~~contains~~sets forth the ~~procedural guidelines~~procedures authorized by both ~~Parties~~the COUNTY's SSA Director and the PROVIDER, for their respective employees to follow in providing services.
5. ~~It is expressly understood that this MOU does not constitute a~~This non-financial commitment between ~~MOU is a legally binding agreement based on the promises of the Parties; rather, the intent of this.~~MOU is a legally binding agreement based on the promises of the
- 5.6. ~~This MOU is a commitment by~~constitutes the ~~Parties~~entire understanding between PROVIDER and the COUNTY relating to ~~perform their respective responsibilities~~the Restaurant Meals Program, and supersedes and rescinds all prior written agreements with respect to PROVIDER's participation in the Restaurant Meals Program.

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1. TERM

The term of this MOU shall commence upon execution by both Parties and approval of PROVIDER's application by Food and Nutrition Services, and terminate on ~~June~~April 30, ~~2020~~2025, unless earlier terminated ~~in accordance with~~pursuant to the provisions of Paragraph ~~XVI~~15 of this MOU. ~~However;~~ 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, reporting, and confidentiality.

2. PURPOSE

The purpose of this MOU is to establish the procedure for the implementation and administration of the RMP for ~~Provider~~PROVIDER locations in Orange County that serve eligible homeless, elderly, and disabled CalFresh households utilizing an electronic benefit transfer card at restaurant facilities approved by the USDA, for individuals who meet the criteria in Paragraph ~~IV, below.~~33.1, below. Through the provision of services, PROVIDER will increase food access for Participants who do not have a place to store or cook food, are not able to prepoare food, or lack access to a grocery store.

3. DEFINITIONS

- 3.1 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.
- 3.2 EBT Card: Golden State Advantage Electronic Benefit Transfer card allowing Participants electronic access to their CalFresh benefits.
- 3.3 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 sixty (60) and older) individuals receiving CalFresh benefits.
- 3.4 Healthy Meal: Meals that include one (1) or more of the following fresh, baked

or grilled items: fruits, vegetables, poultry, fish, or low fat meats.

4. POPULATION TO BE SERVED

PROVIDER shall provide ~~services to~~ Low Cost Meals and Healthy Meal options to eligible homeless, elderly, and disabled CalFresh households.

~~I. GOAL~~

~~The goal of this MOU is to provide Low Cost Meals and offer Healthy Meal options to Participants at Provider~~ PROVIDER Orange 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.~~

~~II. SUBCONTRACT/ASSIGNMENT~~

~~A. In the performance of this MOU, PROVIDER may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. 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 PROVIDER, or any change in the corporate structure, the governing body, or the management of 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.~~

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

5. PROVIDER RESPONSIBILITIES

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

- 5.1 Have its food services physically located in Orange County and provide a Low Cost Meal with options for Healthy Meals for breakfast, lunch, and/or dinner during the ~~Provider's~~ PROVIDER'S regular business hours to Participants.
- 5.2 Provide a copy ~~to the County~~ of the USDA SNAP Application for Meal Services approval to the County for ~~Provider~~ PROVIDER to participate in the RMP.

- Copies shall be mailed to County pursuant to ~~Section~~Paragraph XIV~~13~~.
- 5.3 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.
 - 5.4 Obtain and utilize USDA approved Point of Sale (POS) equipment compatible with RMP EBT transactions. 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 PROVIDER ~~and not the COUNTY~~.
 - 5.5 Post COUNTY's designated signage or decal in a manner and place prescribed by COUNTY informing the general public of 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.
 - 5.6 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~~give 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.~~
 - 5.7 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. PROVIDER is also prohibited from charging a sales or meals tax to any Participant.
 - 5.8 Prohibit the acceptance of the EBT Cards for the purchase of alcoholic beverages, tobacco, gift cards, and non-food items.
 - 5.9 Comply with all local, ~~state~~State, and federal health and safety regulations pertaining to retail food operations. PROVIDER shall maintain a current public health operating permit, issued by the County of Orange Health Care Agency,

Environmental Health, throughout the term of this MOU. PROVIDER shall provide a copy of such current permit upon request of COUNTY. PROVIDER shall notify COUNTY immediately of any violations that result in suspension of operating permit or closure of facility.

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

5.11 Develop, implement, and maintain procedures for responding to customer complaints.

~~5.11~~ 5.12 Immediately notify COUNTY of any change in contact information so RMP Restaurant Participation lists can be maintained ~~and~~ current for Participants.

~~5.12~~ 5.13 Immediately notify COUNTY of any request for records or information regarding RMP services.

~~5.13~~ 5.14 Pursuant to AB 1747, ~~Providers~~ PROVIDERS to this MOU who are an institution of higher education must inform students annually of any qualified and approved RMP facilities on campus.

6. ~~SSA~~ COUNTY RESPONSIBILITIES.

~~SSA shall undertake the following responsibilities in connection with the RMP:~~

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

6.2 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.

6.3 COUNTY shall develop a Quality Assurance Monitoring Plan to monitor 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, PROVIDER reports requested by COUNTY, and documentation of PROVIDER's current public health operating

permit and liability insurance certificate.

6.4 COUNTY shall meet with 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.~~Paragraph 15.

7. FACILITIES:

7.1 It is mutually understood that PROVIDER will provide services at the following facilities:

~~7.1~~7.2 PROVIDER and COUNTY may mutually agree in writing to add, change, modify, or delete facility~~(ies)~~: location(s) as necessary to best serve the needs of COUNTY and Participants to be served under this MOU.

8. NON-DISCRIMINATION

8.1 In the performance of this MOU, PROVIDER agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of Participants, provision of services or benefits to Participants, 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~~federal or State laws.

8.2 PROVIDER shall furnish any and all information requested by COUNTY and

shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain PROVIDER's compliance with Paragraph 8 et seq.

8.3 Non-Discrimination in Employment

8.3.1 All solicitations or advertisements for employees placed by or on behalf of PROVIDER shall state that all qualified applicants will receive consideration for employment without regard to 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. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

8.3.2 PROVIDER shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

8.4 Non-Discrimination in Service Delivery

8.4.1 PROVIDER shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as

amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. PROVIDER shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code (WIC) Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 8 et seq.

8.4.2 PROVIDER shall provide any and all Participants desirous of filing a formal complaint any and all information as appropriate:

8.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

8.4.2.2 Discrimination Complaint Form

8.4.2.3 Civil Rights Contacts

County Civil Rights Contact

[Orange County Social Services Agency](#)
[Program Integrity](#)
[Attn: Civil Rights Coordinator](#)
[P.O. Box 22001](#)
[Santa Ana, CA 92702-2001](#)
[Telephone: \(714\) 438-8877](#)
[State Civil Rights Contact](#)
[California Department of Social Services](#)
[Civil Rights Bureau](#)
[P.O. Box 944243, M.S. 15-70](#)
[Sacramento, CA 94244-2430](#)
[Federal Civil Rights Contact](#)
[U.S. Department of Health and Human Services](#)
[Office of Civil Rights](#)
[50 U.N. Plaza, Room 322](#)
[San Francisco, CA 94102](#)

9. CONFIDENTIALITY

- 9.1 [COUNTY and PROVIDER](#) ~~agrees~~[agree](#) 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.
- 9.2 All records and information concerning any and all persons ~~served under this MOU~~[referred to PROVIDER by COUNTY or COUNTY's designee](#) shall be considered and kept confidential by PROVIDER, PROVIDER's ~~staff~~[employees](#), agents, ~~employees~~[subcontractors](#), and ~~volunteers~~[all other individuals performing](#)

services under this MOU. PROVIDER shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~ all other individuals performing services ~~for PROVIDER~~ under this MOU to sign an agreement with 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 PROVIDER, and as to the latter, only during such audit. PROVIDER shall provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law~~ agreeing to maintain confidentiality pursuant to this MOU.

9.3 PROVIDER shall inform all of its employees, agents, subcontractors, ~~volunteers and partners~~ and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said ~~State~~ California state law may be guilty of a crime.

9.4 PROVIDER agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

~~C. Provider agrees that SSA shall not be liable for any breach of confidentiality.~~

10. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

10.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent, is expressly prohibited.

10.2 PROVIDER may develop and publish information related to this MOU where all of the following conditions are satisfied:

10.2.1 COUNTY provides its written approval of the content and publication of

the information at least thirty (30) days prior to PROVIDER publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

10.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

10.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

10.2.3.1 any commercial product or service; and,

10.2.3.2 any product or service provided by PROVIDER, unless approved in writing by COUNTY; and

10.2.4 If PROVIDER uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this MOU, PROVIDER shall develop social media policies and procedures and have them available to the COUNTY. PROVIDER shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

~~10.11.~~ INDEMNIFICATION

~~10.11.1~~ PROVIDER agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. 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")~~ 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 PROVIDER pursuant to this MOU. If judgment is entered against PROVIDER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, PROVIDER and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

~~III. INSURANCE~~

- ~~A. Prior to the provision of services under this MOU, PROVIDER agrees to purchase all required insurance at PROVIDER's expense and to deposit with SSA 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 SSA during the entire term of this MOU.~~
- ~~B. 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 PROVIDER's current audited financial report. If PROVIDER's SIR is approved, PROVIDER, in addition to, and without limitation of, any other indemnity provision(s) in this MOU, agrees to all of the following:~~
- ~~1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from PROVIDER's, its agents, employee's or subcontractor's performance of this MOU, PROVIDER shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~
 - ~~2. PROVIDER's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~
 - ~~3. 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 PROVIDER's SIR provision shall be interpreted as though the PROVIDER was an insurer and the County was the insured.~~
- ~~C. If the PROVIDER fails to maintain insurance acceptable to the County for the full term of this MOU, the County may terminate this MOU.~~

~~12. If PROVIDER fails to maintain insurance acceptable to COUNTY for the full term of this MOU, NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS~~

PROVIDER shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

12.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against PROVIDER and/or COUNTY.

12.2 Any third party claim or lawsuit filed against PROVIDER arising from or relating to services performed by PROVIDER under this MOU.

13. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

~~D. COUNTY may terminate this MOU.~~

~~E. Qualified Insurer:~~

~~1. The policy or policies 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).~~

~~2. 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.~~

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

~~G. Required Coverage Forms:~~

- ~~1. 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.~~

~~H. Required Endorsements:~~

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

- ~~1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN AGREEMENT.***~~
- ~~2. 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 Orange shall be excess and non-contributing.~~

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

~~J. 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.~~

~~K. 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).~~

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

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

~~N. COUNTY expressly retains the right to require 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 Orange Risk Manager as appropriate to adequately protect COUNTY.~~

~~O. COUNTY shall notify PROVIDER in writing of changes in the insurance requirements. If 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 PROVIDER, and COUNTY shall be entitled to all legal remedies.~~

~~P. The procuring of such required policy or policies of insurance shall not be construed to limit 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.~~

~~IV. NOTICE AND CORRESPONDENCE~~

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

~~SSA: County of Orange Social Services Agency~~

~~Contract~~ Contracts and Procurement Services

500 N. State College ~~Blvd.~~ Suite 100

Orange, CA 92868

PROVIDER: _____

Attn: _____

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices ~~and~~ requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. ~~SSA and PROVIDER~~ The Parties each may ~~mutually agree~~ designate by written notice from time to time, in the manner aforesaid, any change in the ~~addresses~~ address to which notices ~~are sent. Any agreement~~ must be in writing sent.

~~11.~~ 14. RESOLUTION OF CONFLICTS

For resolution of conflicts between ~~SSA~~ COUNTY and PROVIDER in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the ~~Adult Services & Assistance Programs/Program~~

~~Compliance/CalFresh program manager~~recipient's Case Manager and the PROVIDER manager.

Step 2: Conference between the COUNTY CalFresh Program Manager and/or Deputy Director, ~~Adult Services & Assistance Programs/Program Compliance~~ or designee, and the PROVIDER Owner.

Step 3: Conference between the ~~Division~~COUNTY Director, ~~Adult Services & of Assistance Programs~~ or designee and the PROVIDER Owner.

Nothing in this Paragraph limits the rights of the parties under Paragraph 15.

12.15. TERMINATION

~~12.1~~15.1 ~~Either party~~COUNTY 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~~ include, but not limited to, any breach of this MOU, any partial misrepresentation; whether negligent or willful, fraud on the part of ~~either party~~PROVIDER, discontinuance of the services for reasons within PROVIDER's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by ~~either party~~COUNTY of the right to terminate this MOU shall relieve ~~the Parties~~COUNTY 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.~~

~~B. The obligations of SSA 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 Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or modify this MOU, without penalty. The decision of SSA shall be binding on PROVIDER. SSA shall provide PROVIDER with written notification of such~~

~~determination. PROVIDER shall immediately comply with SSA's decision.~~

~~V. GENERAL PROVISIONS~~

- ~~A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and any eligible CalFresh recipient household member participating in this program, or any of PROVIDER's agents or employees.~~
- ~~B. 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.~~
- ~~C. 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 Orange 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.~~
- ~~D. PROVIDER shall maintain all licenses and permits required to perform the services required under this MOU.~~
- ~~E. PROVIDER shall develop, implement and maintain procedures for responding to customer complaints.~~

15.2 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. PROVIDER represents and warrants that the person executing this MOU on behalf of and for PROVIDER is an authorized agent who has actual authority to bind PROVIDER to each and every term, condition and obligation of this MOU and that all requirements of PROVIDER have been fulfilled to provide such actual authority.

17. GENERAL PROVISIONS

17.1 In the performance of this MOU, PROVIDER may neither delegate its duties or

obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. 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 PROVIDER, or any change in the corporate structure, the governing body, or the management of 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.

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

17.3 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of PROVIDER's agents or employees.

17.4 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.

17.5 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 Orange 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.

17.6 PROVIDER warrants that it and its Personnel, as described in Paragraph of this MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. PROVIDER must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

~~12.2~~17.7 In the performance of this MOU, PROVIDER shall comply with all
~~federal, state and local standards, laws, statutes, restrictions, ordinances, codes, rules, applicable laws and~~ regulations and licensing requirements and all other
~~laws applicable to the~~ of the United States, State of California, County of Orange,
and County of Orange Social Services ~~at the time the Services are provided to~~
~~and accepted by COUNTY~~ Agency, and all administrative regulations, rules, and
policies adopted thereunder, as each and all may now exist or be hereafter
amended.

~~F. 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.~~

17.8 In the performance of this MOU, PROVIDER may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.

17.9 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the ~~parties~~Parties hereto have executed the Memorandum of Understanding in the County of Orange~~;~~, California.

By: _____

~~By:~~ _____

~~Michael F. Ryan~~Debra J. Baetz, Director

County of Orange

Social Services Agency

Dated: _____

By: _____

~~By:~~ _____

~~Name~~

~~Title~~

~~Restaurant~~Company Name

Dated: _____

~~:~~ _____

Approved As To Form

~~County~~SSA Counsel

County of Orange, California

By: _____

~~By:~~ _____

Deputy

Dated: _____