

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LUIS OBISPO COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
XXXXXXX**

This Memorandum of Understanding (MOU) is entered into between San Luis Obispo County Department of Social Services (hereafter called DSS), and **LEGAL NAME** (hereafter called **XXXXXXX**), to provide low-cost, healthy, prepared meals to CalFresh eligible elderly, disabled, and/or homeless individuals through the Restaurant Meals Program (RMP).

PURPOSE

To provide access to low-cost, healthy, prepared meals to CalFresh eligible elderly, disabled, and/or homeless individuals.

OUTCOME

CalFresh eligible elderly, disabled, and/or homeless individuals will be able to purchase low-cost, healthy, prepared meals using their Electronic Benefit Transfer (EBT) cards.

RESPONSIBILITIES

DSS Responsibilities:

1. DSS shall certify homeless, elderly, and disabled CalFresh recipients as participating in the RMP.
2. DSS will ensure that the RMP Indicator Code programmed into the county's consortium system (CalWIN) will only be applied to RMP-eligible EBT card holders.
3. DSS shall inform RMP participants of the names and addresses of participating restaurants.

XXXXXXX Responsibilities:

1. **XXXXXXX** must be authorized by the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) to accept SNAP benefits. **XXXXXXX** must submit the FNS 252-2 to FNS for approval and provide a copy to DSS.
2. **XXXXXXX** shall provide low-cost, healthy, prepared meals to RMP participants. Low-cost is defined as:

- Less than what would be charged to customers not using CalFresh; or
 - Discounted meals offered to certain customers which are equal to or lower than what is offered to other discount patrons; or
 - Advertised specials and/or sale prices offered to all customers.
3. XXXXXXXX shall not include a service gratuity in the cost of the low-cost meals.
 4. XXXXXXXX is prohibited from charging a sales or meals tax to RMP participants.
 5. XXXXXXXX is prohibited from selling alcoholic beverages to RMP participants.
 6. XXXXXXXX shall install EBT equipment and/or software from an EBT certified vendor, and collect payment from RMP participants through the EBT system.
 7. XXXXXXXX shall provide meals to RMP participants without regard to race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual preference, gender identity, domestic partner status, marital status, or disability.
 8. XXXXXXXX shall comply with all local, state and federal health and safety regulations pertaining to retail food operations. XXXXXXXX shall maintain a current Public Health Department operating permit, and shall provide a copy of such permit upon the request of DSS.
 9. XXXXXXXX understands that involvement in any illegal activity, or FNS disqualification resulting from SNAP violations, may result in permanent termination from the RMP.
 10. XXXXXXXX shall post signage notifying the public of the restaurant's participation in the RMP.

GENERAL TERMS

1. This MOU shall take effect _____, upon signing of both parties and shall remain in effect until _____. This MOU will be automatically renewed for three successive County Fiscal Year periods, unless terminated earlier as provided below.
2. This MOU is contingent upon XXXXXXXX receiving, and providing to DSS, certification of being authorized by the USDA FNS via the FNS 252-2.
3. This MOU may be amended by written consent of both parties.
4. This MOU will be terminated immediately if XXXXXXXX is decertified by the USDA FNS or fails to maintain a current Public Health operating permit.

- 5. This MOU may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice to the other.
- 6. This MOU is not in effect nor enforceable until signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this MOU.

Lee Collins, Director
San Luis Obispo County Department of Social Services

Date

Name and Title
Business Name
Address
Phone

Date