

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

This Memorandum of Understanding (MOU) is entered into between The County of San Luis Obispo Department of Social Services (hereafter called DSS), and **LEGAL NAME** (hereafter called **XXXXXXX**), to provide low-cost, healthy, prepared meals to individuals who are CalFresh eligible **and** who have been certified by DSS to meet the Restaurant Meals Program (RMP) criteria.

PURPOSE

The purpose of this MOU is to establish the terms and conditions under which the XXXXX will provide low-cost prepared meals to eligible participants of the CalFresh Program, who have been certified by DSS as eligible to participate in the RMP program.

OUTCOME

Individuals who receive CalFresh benefits **and** have been certified by DSS to take part in the Restaurant Meals Program 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. **XXXXXXX** shall not include a service gratuity in the cost of the low-cost meals.
 4. **XXXXXXX** is prohibited from charging a sales or meals tax to RMP participants.
 5. **XXXXXXX** shall not accept CalFresh benefits as payment for the purchase of alcoholic beverages.
 6. **XXXXXXX** shall install EBT equipment and/or software from an EBT certified vendor, and collect payment from RMP participants through the EBT system.
 7. **XXXXXXX** 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. **XXXXXXX** shall comply with all local, state and federal health and safety regulations pertaining to retail food operations. **XXXXXXX** shall maintain a current Public Health Department operating permit, and shall provide a copy of such permit upon the request of DSS.
 9. **XXXXXXX** understands that involvement in any illegal activity, or FNS disqualification resulting from SNAP (CalFresh in California) violations, may result in permanent termination from the RMP.
 10. **XXXXXXX** shall post signage notifying the public of the restaurant's participation in the RMP.

XXXXXXX, a Post-Secondary Educational Institution, Responsibilities, in addition to the responsibilities listed above, shall:

1. If operating a qualifying food facility on campus, the education institution must apply with USDA to become an authorized food vendor for the Restaurant Meals Program (RMP). The USDA defines a "qualifying food facility", as an entity that sells prepared food and offers a low-cost meal option.
2. If a food facility operated by the education institution is authorized by the USDA to participate in the RMP, the education institution must comply with the rules established by the USDA, inform DSS of the approval, enter into a Memorandum of Understanding (MOU) with DSS, and annually inform students about the RMP program using materials provided by CDSS (California Department of Social Services).

- 3. Provide annually all on-campus food vendors not operated by the post-secondary educational institution with information regarding the RMP, how to apply with the USDA to become an authorized food vendor and how to enter into an MOU with DSS.

GENERAL TERMS

- 1. This MOU shall take effect _____, upon signing of both parties and shall remain in effect until terminated by either party. 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.

 Devin Drake, Director
 County of San Luis Obispo Department of Social Services

Date

 Name and Title
 Business Name
 Address
 Phone

Date