

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MARYLAND DEPARTMENT OF HUMAN SERVICES

FAMILY INVESTMENT ADMINISTRATION

AND

          Restaurant Name          

FOR THE MARYLAND RESTAURANT MEALS PROGRAM

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between Maryland Department of Human Services Family Investment Administration (hereinafter "the Administration") and Restaurant Name (hereinafter "Restaurant"), located at Restaurant address to establish the terms and conditions under which the Restaurant will provide hot, prepared foods to eligible Supplemental Nutrition Assistance Program (hereinafter "SNAP") participants, under the Maryland Restaurant Meals Program (hereinafter "MRMP").

WHEREAS, the Secretary of the Administration has determined that the participation of this private establishment Restaurant in the MRMP is required to meet a documented need.

NOW, THEREFORE the Administration and the Restaurant enter into this MOU based on the following terms and conditions:

**1. Obligations of the Restaurant:**

1. The Restaurant shall apply to be authorized by the United States Department of Agriculture Food Nutrition Service (hereinafter "FNS") to provide meal services under the Supplemental Nutrition Assistance Program (hereinafter "SNAP") administered by the United States Department of Agriculture (hereinafter "USDA").
  
2. The Restaurant shall abide by the rules and regulations of the United States Department of Agriculture ("USDA") regarding Food Stamp Program (FSP) acceptance and redemption.

3. The Restaurant shall provide hot and/or cold prepared foods at concession (low or reduced) prices to SNAP households who are determined by the Administration to be eligible to participate in the MRMP and to the target populations<sup>[DW1]</sup> (i.e. elderly, disabled and/or homeless). Prepared foods offered at concessional prices is defined as the Restaurant:

- (i) Serving meals that cost less than that which would be charged to customers not using SNAP benefits with a sales price at least 10 percent less than the sales price charged to customers who are not using SNAP benefits to pay for similar meals;
- (ii) Serving meals already discounted for certain customers; or
- (iii) Serving meals offered to all customers at advertised special or sale prices.

4. The Restaurant shall accept SNAP EBT from eligible SNAP participants.

5. The Restaurant shall offer eligible foods to all eligible SNAP households under this MOU without regard to race, color, political belief, religion, national origin, age, sex or disability.

6. The Restaurant shall collect payment from SNAP households by use of the Maryland EBT card at the point of sale. The Restaurant may not:

- (i) Charge, include, or otherwise collect a service gratuity for any food or meals sold to an individual participating in the MRMP;
- (ii) Charge, include, or otherwise collect a sales or meals tax for any food or meal sold to an individual participating in the MRMP; and
- (iii) Allow individuals participating in the MRMP to purchase alcoholic beverages or any ineligible food or nonfood item with SNAP benefits.

7. The Restaurant may not operate as a bar or tavern.

8. The Restaurant shall be fully accessible to the disabled.

9. The Restaurant shall have more than 50 percent of total gross retail sales in hot and/or cold prepared foods.

10. The Restaurant shall post a sign notifying the public of the Restaurant's participation in the MRMP.

11. The Restaurant shall abide by all applicable Federal, State or local law, ordinance, or regulation related to restaurants, food service facilities, or other similar places where food is provided for the public for a fee.

## **2. Obligations of the Administration:**

1. The Administration shall determine eligibility of SNAP households wishing to participate in the MRMP.

2. The Administration shall issue to each eligible SNAP recipient a Maryland EBT card, which shall constitute proof of eligibility to participate in the MRMP.

3. The Administration shall inform eligible SNAP households of the name and address of the Restaurant; that the Restaurant is a "restaurant" participating in the MRMP; and that the SNAP household is able to use their Maryland EBT card to purchase hot and/or cold prepared foods at the Restaurant.

4. The Administration shall note on this MOU the date that FNS authorizes the Restaurant to provide "Meal Services."

**3. Non-Discrimination. The Administration and the Restaurant agree to comply with all applicable state and federal statutes and regulations concerning non-discrimination practices.**

**4. Termination of MOU.**

1. The term of this MOU is five years from the date the Restaurant is authorized by the Food and Nutrition Service. This MOU shall be automatically renewed upon FNS renewal authorization. However, either party, without cause, may give written notice of its intent to terminate this MOU. Such written notice shall be provided at least thirty days prior to the intended termination date. The failure of either party to comply with the terms of this MOU shall be grounds for an immediate termination of this MOU. Notice of an immediate termination by either party shall be a certified letter addressed to the named party at the address listed below.

2. If FNS revokes authorization, this MOU shall terminate effective the date of FNS's revocation.

IN WITNESS WHEREOF, the Administration and the Restaurant have executed this MOU.

EFFECTIVE DATE: \_\_\_\_\_ [Date Restaurant approved by FNS]

THE FAMILY INVESTMENT ADMINISTRATION

RESTAURANT

MARYLAND DEPT OF HUMAN SERVICES

\_\_\_\_\_

\_\_\_\_\_

Augustin Ntabaganyimana

Restaurant Name

Executive Director of FIA

\_\_\_\_\_

\_\_\_\_\_

Date

Authorized Representative

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date