Douglas A. Ducey
Governor

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Michael Trailor
Director

Dear Arizona Restaurateur:

Thank you for contacting the Arizona Department of Economic Security (DES), regarding your interest in the United States Department of Agriculture (USDA), Food and Nutrition Services (FNS), Restaurant Meals Program. Two forms must be completed and provided to begin the application process. You must complete the USDA Supplemental Nutrition Assistance Program Application for Meal Services (FNS 252-2) form and a Memorandum of Understanding (MOU) with the Arizona Department of Economic Security (DES). This letter explains the steps necessary to apply for this program.

Step 1: An MOU is required to be established between your restaurant and DES. This form has been included in the packet. You may also obtain the MOU forms at des.az.gov by completing a search for Restaurant Meals Program in the search bar on the DES webpage.

https://des.az.gov/content/restaurant-meals-program

Step 2: The MOU form must be printed and filled out completely. One MOU document may be completed for restaurants applying for multiple locations, provided that all restaurants are under the same ownership or structure. The MOU addendum must be completed in order to identify the names and location of each restaurant.

Step 3: Along with the MOU, the USDA Supplemental Nutrition Assistance Program Application for Meal Services (FNS 252-2) form. This form has been included in the packet. You may also obtain this form/application on the internet at the URL listed below.

https://fns-prod.azureedge.net/sites/default/files/snap/Attachment-A-FNS-252-2.pdf

Step 4: When you have completed the MOU and the USDA Supplemental Nutrition Assistance Program Application for Meal Services (FNS 252-2) form. The original documents must be mailed together to the address below. Once you submit the MOU and FNS 252-2 forms, both applications will be reviewed to ensure they are correct and complete. The documents will then be forwarded to USDA/FNS for processing.

Stephanie Dowdell
DBME Systems Administrator/EBT Project Director
P.O. Box 6123, Mail Drop 33I1
Phoenix, Arizona 85005

For any questions or concerns with your USDA Supplemental Nutrition Assistance Program Application for Meal Services or the MOU, please contact DES at (602) 771-7984 or by e-mail at FAASystemsHelpDesk@azdes.gov

DES/TANF/USDA are Equal Opportunity Providers/Employers • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

FAA-1549A FORPD (04-17)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ARIZONA DEPARTMENT OF ECONOMIC SECURTY

AND

[_____]

This Agreement is made on _____ between _____ hereinafter referred to as "the Restaurant," and the Arizona Department of Economic Security, hereinafter referred to as "the Department," in order to arrange for recipients of Nutrition Assistance (NA) benefits who are also elderly, disabled, or homeless to eat in the restaurant and pay for their meals using NA benefits.

In consideration of the customers being directed to the Restaurant by the Department, and the services being furnished by the Restaurant, the parties agree as follows:

1. Obligations of the Restaurant:

   a. Restaurant shall provide low cost or reduced price meals for breakfast, lunch and dinner, as applicable, during regular hours to eligible elderly, disabled, or homeless persons. Low cost or reduced price meals are defined as (i) meals that cost less than what would be charged to customers not using NA benefits; (ii) meals reduced by ____% or $____; (iii) discounted meals already offered to certain customers; or (iv) advertised special or sale priced meals offered to all customers.

   b. Restaurant shall require proof of eligibility from customers wishing to purchase meals with NA benefits. All customers eligible under this Memorandum of Understanding (MOU) will have a QUEST EBT card. This card has a magnetic strip that contains eligibility information related to this MOU.

   c. Restaurant shall provide meals to all eligible customers under this MOU without regard to race, color, religion, national origin, age, sex or disability.

   d. Restaurant shall collect payment from customers eligible under this MOU in cash or by use of the QUEST EBT card. Restaurant is not permitted to include a service gratuity in the cost of the low cost meals to be offered, nor is the Restaurant permitted to accept NA benefits as payment of a gratuity. Restaurant is further prohibited from charging a sales or meals tax to any eligible household that uses NA benefits to purchase a low cost meal.

   e. Restaurant is not permitted to accept NA benefits for the purchase of alcoholic beverages.

   f. Restaurant shall abide by the rules and regulations of the United States Department of Agriculture (USDA) regarding NA acceptance and redemption. After executing this MOU, Restaurant shall complete an Application for Authorization to Participate in the Supplemental Nutrition Assistance Program (SNAP) Program for Communal Dining Facilities (Form FNS-252-2) with the USDA.

   g. Restaurant shall notify the Department once it receives the authorization.

h. Maintaining and Producing Records. Pursuant to A.R.S. §§ 35-214 and 215, Contractor shall retain, and shall require all of its subcontractors to retain, for inspection and audit by the State, all books, accounts, reports, files and other records relating to the acquisition and performance of this Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

2. Obligation of the Department:

a. The Department shall certify elderly, disabled and homeless recipients of NA benefits as eligible to purchase low cost meals with NA benefits in the Restaurant and in other restaurants with which the Department has entered into MOUs for this purpose.

b. The Department shall issue to each eligible NA recipient a QUEST EBT card, as indicated in paragraph 1.b. above.

c. The Department shall inform eligible recipients of the name and address of the Restaurant and of the ability of the recipient to purchase low cost or reduced price meals with NA benefits at the Restaurant.

d. The Department shall note on this MOU the date that FNS authorizes Restaurant to participate in the SNAP Program for Communal Dining Facilities, or attach Restaurant's notification of its authorization under paragraph 1(g).

e. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State or any subdivision thereof may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension thereof is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement.

f. Cancellation made pursuant to this Section shall be effective when the parties receive written notice of the cancellation unless the notice specifies a later time.

Use of Arbitration. The parties agree to use arbitration to the extent required by A.R.S. § 12-1518.

Non-Discrimination. The parties agree to comply with all applicable state and federal statutes and regulations concerning non-discrimination practices, including Executive Orders 99-4 and 75-5.

The term of this MOU is five years from the date the Restaurant is authorized by the Food and Nutrition Service (FNS). 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 (30) 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 by certified letter addressed to the named party at the address listed below.

In the event that FNS revokes authorization, this MOU shall terminate effective the date of FNS' revocation.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

EFFECTIVE DATE: _____ (Date Restaurant approved by FNS)

DEPARTMENT OF ECONOMIC SECURITY

_____

Stephanie Dowdell,
DBME System Administrator/
EBT Project Director
Department of Economic Security

Mail Drop 33I1
P.O Box 6123
Phoenix, AZ 85005

602-771-7984

RESTAURANT

_____

Name of Restaurant

_____

Address

_____

City, State, ZIP

_____

Telephone Number

_____

Federal Employer Number

_____

By

_____

Name

_____

Title