



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Katie Hobbs
Governor

Angie Rodgers
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 Service (FNS), Restaurant Meals Program. You must complete 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: The MOU form is required to confirm the understanding between your restaurant and DES. You may also obtain a fillable MOU form at des.az.gov by completing a search for Restaurant Meals Program in the search bar on the DES webpage.

Step 2: The MOU must be filled out completely. We need your entity name registered with the Arizona Corporation Commission and your restaurant's name. (Example: John Johnson LLC DBA JJ's Tacos). One MOU document may be completed for restaurants applying for multiple locations, provided that all restaurants are under the same ownership or structure. When there is more than one restaurant location, all location names and addresses must be listed on page 4 of the MOU form.

Step 3: When the business has more than one board member, an MOU page 3 is required to be completed and signed by each board member. Include a copy of each owner's government-issued photo identification card with a signature.

Step 4: Once complete, the MOU and copies of the government photo ID must be sent to the Department of Economic Security Family Assistance Administration by any of the following methods:

Email to: FAAMOU@azdes.gov

Fax to: (602)-256-4856

Mail to: Susan Tunks

DBME Systems Administrator/EBT Project Director

P.O. Box 6123, Mail Drop 3311 Phoenix, Arizona 85005

Step 5: Once you submit the MOU and copies of the IDs to DES, everything will be reviewed to ensure they are correct and complete. After approval the signed MOU will then be returned to you.

For any questions or concerns with your MOU, please contact DES by e-mail at FAAMOU@azdes.gov

Step 6: If you are a restaurant owner who has a signed agreement with the state and is ready to apply for SNAP authorization, you will need to submit a completed [FNS 252-2 application](#) to FNS.

For any questions about your USDA Supplemental Nutrition Assistance Program Application for Meal Services contact FNS by going to: <https://www.fns.usda.gov/snap/retailer/restaurant-meals-program>

Mail your complete application package and your signed MOU agreement to the following address:

Retailer Service Center

USDA Food and Nutrition Services

PO Box 7228

Falls Church, VA 22040

This institution is an equal opportunity provider.

To request this document in alternative format or for further information about this policy, contact your local office; TTY/ TDD Services: 7-1-1.

RESTAURANT NAME

AGREEMENT DATE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY
AND**

[_____]
Corporation Name DBA Restaurant Name (Example: John Johnson LLC DBA JJ's Tacos)

This Agreement is made on _____ between _____
Date *Corporation Name*

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 (*Check one of the boxes*):
 - 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.
Restaurant defines low-cost or reduced-price meals as: (i) Discounted meals already offered to certain customers; or (ii) 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. Possession of the EBT card does not confirm eligibility. The EBT card must be swiped to determine whether the cardholder has eligibility 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 is not permitted to accept NA benefits as payment for gift cards.
 - g. 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.
 - h. Restaurant shall notify the Department once it receives the authorization from the USDA.

RESTAURANT NAME

AGREEMENT DATE

- i. Maintaining and producing records in accordance with A.R.S. §§ 35-214 and 215: The Restaurant shall retain, and shall require all of its contractors 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 Restaurant 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 the Restaurant to participate in the SNAP Program for Communal Dining Facilities, or attach the Restaurant's notification of its authorization under paragraph 1(h).
 - 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.

RESTAURANT NAME

AGREEMENT DATE

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

EFFECTIVE DATE OF MOU APPROVAL: _____

DEPARTMENT OF ECONOMIC SECURITY

RESTAURANT

Susan Tunks,

Name of Restaurant

DBME System Administrator/EBT Project Director
Department of Economic Security

Address

Mail Drop 3311
P.O Box 6123
Phoenix, AZ 85005

City, State, ZIP

FAAMOU@azdes.gov

Telephone Number

Prior to mailing:

To be sure everything needed is provided, it is recommended to allow the Department to preview the application and supporting documents by sending the pages by fax to (602) 256-4856 or through encrypted email to FAAMOU@azdes.gov.

Email encryption is needed to protect your application information and attachments. If you are unsure how to encrypt your email, please check with your Internet service provider.

Email Address

Federal Employer Number

Signature *(No electronic signatures accepted)*

Name

Title

Number of Locations

When the number of locations is greater than one, list the name and address of each location on Page 4.

RESTAURANT NAME

AGREEMENT DATE

When the restaurant has more than one location, it is mutually understood that the restaurant will provide service(s) at the following locations under this MOU.

1.	Restaurant Name: Store Number (when applicable): Location Address:
2.	Restaurant Name: Store Number (when applicable): Location Address:
3.	Restaurant Name: Store Number (when applicable): Location Address:
4.	Restaurant Name: Store Number (when applicable): Location Address:
5.	Restaurant Name: Store Number (when applicable): Location Address:
6.	Restaurant Name: Store Number (when applicable): Location Address:
7.	Restaurant Name: Store Number (when applicable): Location Address:
8.	Restaurant Name: Store Number (when applicable): Location Address:
9.	Restaurant Name: Store Number (when applicable): Location Address:
10.	Restaurant Name: Store Number (when applicable): Location Address:

**When applying for more than 10 locations under this MOU,
please print additional copies of Page 4 to list all restaurant locations.**