

**MEMORANDUM OF UNDERSTANDING NUMBER: \**  
**Between**  
**THE STATE OF MICHIGAN**  
**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**And**

<b>PARTNER / ENTITY NAME</b>	<b>PRIMARY CONTACT</b>
<b>EMAIL</b>	<b>TELEPHONE</b> - -

<b>MDHHS CONTACT</b>	<b>NAME</b> <b>Bethany Cabanaw</b>	<b>TELEPHONE</b> <b>517 - 896 - 9950</b>	<b>EMAIL</b> <b>Cabanawb2@michigan.gov</b>
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<b>MEMORANDUM OF UNDERSTANDING SUMMARY</b>	
<b>BRIEF DESCRIPTION OF PURPOSE</b>	The purpose of this MOU is to establish the terms and conditions under which the Contractor will provide low-cost prepared meals and healthy options to eligible program participants in the Michigan Department of Health and Human Services (MDHHS) Food Assistance Program (FAP). Approved FAP recipients, who are authorized by MDHHS, may use their FAP benefits loaded onto their Bridge Card to purchase meals from the Contractor.
<b>BEGIN DATE</b>	<b>END DATE (To be completed by MDHHS)</b>

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

\_\_\_\_\_

**Signature of Authorized Designee**

\_\_\_\_\_

**Print Name / Title**

\_\_\_\_\_

**Date**

**Michigan Department of Health and Human Services**

\_\_\_\_\_

**Signature of Director or Authorized Designee**

Jeanette Hensler  
 Director-Grants Division, Bureau of Grants and Purchasing

\_\_\_\_\_

**Print Name / Title**

\_\_\_\_\_

**Date**

Memorandum of Understanding Number: \

This Memorandum of Understanding (MOU) establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (MDHHS) and the , also referred to as the Contractor, for the purpose described below.

**1. Background**

The Restaurant Meal Program (RMP) is a nutrition assistance program that allows certain participants to use their Electronic Benefit Transfer (EBT) Bridge card to purchase prepared meals from participating restaurants that enter into a MOU with MDHHS and meet all the United States Department of Agriculture Food Nutrition Services (USDA FNS) program criteria. The RMP allows certain vulnerable populations to utilize their Food Assistance Program (FAP) benefits for prepared meals.

**2. Purpose**

The Purpose of this MOU is to establish the terms and conditions under which the Contractor will provide low-cost prepared meals and offer healthy options to eligible FAP program participants. Eligible FAP program recipients, who have been authorized by MDHHS to use FAP benefits using their Michigan Bridge Card to purchase meals from the Contractor include:

- a. Eligible individuals 60 years of age or over, and/or
- b. Eligible disabled individuals, and/or
- c. Eligible homeless individuals, and/or
- d. Spouses of eligible FAP recipients.

Eligible participants will have an indicator coded into the Bridge card, which will allow for payment for the low-cost meal.

**3. Period of Agreement**

This MOU becomes effective on the date signed by both parties through 60 calendar months from the signature date. A renewal of this MOU will be required each 60-month period.

**4. Work Statement of Each Party**

**MDHHS shall:**

- a. Certify homeless, elderly, and disabled participants of the FAP as eligible to purchase low-cost discount meals with FAP benefits in restaurants that have been certified by the USDA FNS and have entered into an MOU with MDHHS for this purpose.
- b. Provide information on the availability of the RMP and maintain the names and addresses of participating restaurants on the Michigan.gov/mdhhs website.
- c. Issue to each eligible FAP recipient a Bridge EBT card.

- d. Note the date that USDA FNS authorizes the Contractor to participate in the RMP.
- e. Meet with the Contractor to resolve any non-compliance issues, as needed.

**The Contractor, whose principal place of business is at:**

\_\_\_\_\_

**to provide dining services at:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **shall:**

- a. Provide low-cost or discount meals for breakfast, lunch, and/or dinner during regular hours to eligible homeless, elderly, and disabled FAP participants.
    - Low-cost meals are defined as meals that cost less than what would be charged to customers not using FAP; or
    - Discount meals are defined as meals already offered to certain consumers or advertised special (i.e.: breakfast, lunch, and/or dinner combination meals) or sale priced meals, offered to all customers.
    - At the time of signature of this agreement, the price of such meals will not exceed approximately \$ \_\_\_\_\_ for breakfast or \$ \_\_\_\_\_ for lunch or dinner.
    - Have sit-down seating available (unless prohibited by a public health order that would only allow delivery or takeout).
  - b. Provide meals to all eligible patrons under this MOU without regard to race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual preference, gender identity.
  - c. Collect payment from patrons eligible under this MOU through the EBT system.
  - d. Post a sign, in a manner and place described by MDHHS, informing the general public of the Contractor’s participation in the RMP and include references to nondiscrimination statutes and regulations.
  - e. Not include a service gratuity in the cost of the low-cost meals. The Contractor is further prohibited from charging sales or meals tax to any eligible household who used FAP benefits to purchase a low-cost meal.
  - f. Not accept FAP benefits for the purchase of alcoholic beverages.
  - g. Abide by the rules and regulations of the USDA FNS regarding the SNAP program benefit acceptance and redemption. In addition to this MOU, the Contractor must complete and submit an application for authorization to participate in the SNAP Program for Private For-Profit Restaurant (Form FNS 252-2) with the USDA FNS. Contractor must notify MDHHS once such authorization is received and provide MDHHS with a copy of the certification document.
- This MOU is contingent upon the Contractor certification by the USDA FNS to participate in the RMP.**

- h. Comply with all local, state, and federal health and safety regulations pertaining to retain food operations. The Contractor must maintain a public health operating permit and must provide a copy of such a current permit.
- i. Install EBT equipment and/or software from an EBT certified processor and be able to service RMP participants within 60 days of notification of USDA FNS certification.
- j. Save and hold harmless MDHHS from any and all claims or suits arising out of injury to or death of a patron caused by any action or service of food preparation by the contractors, officers, employees, or agents.

Each party shall furnish all labor, equipment, materials, and supplies necessary for the performance of the MOU activities, and meet operational standards, unless otherwise specified above.

**5. Termination & Amendments**

Either party may terminate this MOU at any time by giving 30 days prior written notice to the other party. This MOU may be amended upon written approval of both parties at any time. The failure of either party to comply with the terms of the MOU shall be grounds for an immediate termination of the MOU. Notice of immediate termination by either party shall be by certified letter addressed to the parties named below.

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

This MOU contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind either of the parties.

**6. Notices**

All notices and other communications required or permitted under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to MDHHS:	If to _____ :
<i>Bethany Cabanaw</i>	<i>[Name]</i>
<i>SNAP State Administrator</i>	<i>[Title]</i>
<i>CabanawB2@michigan.gov</i>	<i>[Email]</i>
<i>(517) 896-9950</i>	<i>[Phone]</i>

**7. Reserved**

**8. MDHHS Data**

All data and information provided to \_\_\_\_\_ by or on behalf of MDHHS, and all data and information derived therefrom, is the exclusive property of MDHHS (“MDHHS Data”); this definition is to be construed as broadly as possible. Upon request, \_\_\_\_\_ must provide to MDHHS, or a third party designated by MDHHS, all MDHHS Data within 10 calendar days of the request and in the format requested by MDHHS. \_\_\_\_\_ will assume all costs incurred in compiling and supplying MDHHS Data. No MDHHS Data maybe used for any marketing purposes.

\_\_\_\_\_ shall comply with all MDHHS physical and IT security policies and standards which will be made available upon request.

**9. Non-Disclosure of Confidential Information**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

a. Meaning of Confidential Information. For the purposes of this MOU, the term “Confidential Information” means all information and documentation of either party that:

- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- 3) Should reasonably be recognized as confidential information of the disclosing party;
- 4) Is unpublished or not available to the general public; or
- 5) Is designated by law as confidential.

The term “Confidential Information” does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;



- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this MOU or any Statement of Work corresponding to the breach or threatened breach.
  
- e. Surrender of Confidential Information upon Termination. Upon termination of this MOU or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that [redacted] must return MDHHS Data to MDHHS following the timeframe and procedure described further in this MOU. Should [redacted] or MDHHS determine that the return of any non-MDHHS Data Confidential Information is not feasible, such party must destroy the non-MDHHS Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party.

**10. Compliance with Laws**

[redacted] must comply with all applicable federal, state, and local laws, administrative rules and regulations.

**11. Nondiscrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., [redacted] and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or mental or physical disability. Breach of this covenant is a material breach of this MOU.

**12. Unfair Labor Practice**

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

**13. Governing Law**

This MOU is exclusively governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this MOU are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this MOU must be resolved in Michigan Court of Claims, if brought by [REDACTED], and in a Michigan state court of competent jurisdiction, if brought by MDHHS.

[REDACTED] consents to venue in a Michigan court of competent jurisdiction, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

[REDACTED] must appoint agents in Michigan to receive service of process.

**14. Force Majeure**

Neither party will be in breach of this MOU because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. [REDACTED] will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

**15. Dispute Resolution**

The parties will endeavor to resolve any MOU dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' respective senior executive, and either senior executive concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate the MOU.

**16. Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

**17. Website Incorporation**

MDHHS is not bound by any content on [REDACTED]'s website unless expressly incorporated directly into this MOU. MDHHS is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by MDHHS.

**18. Severability**

If any part of this MOU is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this MOU and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining MOU will continue in full force and effect.

**19. Waiver**

Failure to enforce any provision of this MOU will not constitute a waiver.

**20. Survival**

The provisions of this MOU that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this MOU.

**21. Entire MOU**

This MOU is the entire agreement and replaces all previous agreements between the parties for the MOU Activities.