

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
LOUISIANA DEPARTMENT OF HEALTH**

**AND**

**VENDOR**

This Memorandum of Understanding (MOU) is entered into by the Louisiana Department of Health, a Department of the State of Louisiana (hereinafter referred to as “LDH”) and (Store Name Here) operating in the State of Louisiana (hereinafter referred to as “VENDOR”)

**I. BACKGROUND**

Section 1001 of the American Rescue Plan Act of 2021, P.L. 117-2, (“ARPA”) authorized USDA \$4,000,000,000 for Food Supply Chain and Agriculture Pandemic Response, including the ability to provide grants and other assistance to maintain and improve food and agricultural supply chain resiliency. The Department authorized \$25,000,000, on a competitive basis, to enter into cooperative agreements with State agencies to carry out Electronic Healthy Incentive Projects (eHIP) under USDA’s Framework to Transform the Food System.

FNS announced, through a Request for Applications, the availability of a maximum of \$25,000,000 in total grant funding to award as many as three cooperative agreement grants. Eligible entities are the 53 State Agencies who administer SNAP benefits. This award is contingent upon the availability of funds. Awards are contingent upon funds having been apportioned internally and made available to FNS.

**II. LAISONS**

The primary point of contacts who shall function as the lead liaison for all implementation of services described in the MOU agreement are:

For LDH: \_\_\_\_\_ Laurie Breaux, eHIP Manager \_\_\_\_\_

For Vendor: (Store designee listed here )

**Vendor may provide designee's email address as primary email, if designee agrees to forward communications to vendor in a timely manner**

### **III. CONFIDENTIALITY STATEMENT**

LDH and VENDOR shall abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and LDH programs participants' confidentiality (42 U.S.C. 602 and LA R.S. 46:56).

### **IV. VENDOR'S RESPONSIBILITY**

1. The vendor must maintain active status with FNS as a SNAP eligible retailer.
2. The vendor shall notify LDH immediately in writing if it loses its SNAP retailer eligibility status.
3. The vendor shall notify LDH in writing before terminating eHIP processing while maintaining SNAP retailer status.
4. The vendor shall make reasonable effort to participate in eHIP trainings.
5. The vendor shall timely provide LDH with updated contact information.
6. The vendor must regularly monitor an active email address to receive timely updates and communications about eHIP.
7. The vendor shall respond to LDH's email, phone, and written communications in a timely manner.
8. The vendor and employees must adhere to all eHIP retailer rules
9. The vendor shall make reasonable efforts to promote the eHIP incentive and may post eHIP program logo signage at their discretion in vendor authorized areas.
10. The vendor shall cooperate with LDH to resolve eHIP client complaints appropriately.
11. The vendor will follow established FNS SNAP guidelines for exchanges of eHIP qualifying products.
12. The vendor must develop and maintain their POS systems and other incentive procedures, necessary to support eHIP including:
  - Establishing cashier checkout processes at the point of purchase,
  - Maintaining a list of qualifying foods eligible for the incentive,
  - Providing a list of foods that can be purchased with the incentive (if applicable),
  - Procedures for informing SNAP recipients of any incentive received at the point of purchase, and
  - Meeting requirements for providing incentive information on receipts.

### **V. LDH'S RESPONSIBILITY:**

1. Provide eHIP trainings
2. Provide timely updates and communications about eHIP.
3. Provide eHIP evaluation activities
4. Conduct periodic collaborative and close out meetings.

## **VI. MONITORING**

The requirements related to administrative costs of the Electronic Healthy Incentive Program (eHIP) Pilot must be maintained by the vendor

- Maintaining records on all project costs, including costs covered by other funding sources (e.g., retailers' system changes; in-kind contributions),
- Cooperating fully with the FNS evaluation contractor to ensure the integrity of the evaluation and quality of the project cost data provided to the contractor before, during, and after project operations.

The program will be further monitored through eHIP evaluation activities, including but not limited to surveys, customer interviews and site visits. Evaluation activities will not interfere with normal vendor operations.

## **AUDITOR'S CLAUSE**

Contracting Party grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring.

## **ASSIGNMENT CLAUSE**

Vendor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of LDH. This provision shall not be construed to prohibit the vendor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LDH and the Office of Contractual Review.

## **VII. RECORD RETENTION**

Contracting Party agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least four years after final payment, or as required by applicable Federal law if Federal funds are used to fund this contract.

## **VIII. EFFECTIVE DATES**

For the faithful performance of the terms of the MOU, the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof, with effective dates of from **TBD Upon Partners** until September 30, 2027.

## **IX. TERMINATION FOR CONVENIENCE**

Either party may terminate the agreement at any time by giving thirty (30) days written notice to the other. The MOU may be immediately terminated by either party, if it is determined by either of the co-signers of the MOU that any provision of this MOU cannot be fulfilled because of legal, regulatory, or budgetary reasons.

## **X. TERMINATION FOR CAUSE**

This agreement is effective as of the date agreed to by the parties and shall continue in effect until termination of the Agreement in accordance with this section, except that the confidentiality obligations shall survive termination of the Agreement. LDH may terminate this agreement for cause based upon the failure of the vendor to comply with the terms and/or conditions of the agreement; provided that LDH shall give the vendor written notice specifying the vendor's failure. If within thirty (30) days after receipt of such notice, the vendor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then LDH may, at its option, terminate on the date specified in such notice. The vendor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LDH to comply with the terms and conditions of this contract; provided that the vendor shall give DCFS written notice specifying LDH's failure and a reasonable opportunity for LDH to cure the defect.

## **XI. MODIFICATIONS AND AMENDMENTS**

Any alterations, variations, modifications or waiver of provisions of this MOU shall be valid only when reduced to writing, duly signed by all parties, and attached to this MOU.

## **XII. DISCRIMINATION CLAUSE**

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties agree not to discriminate in its selection practices, and will render services under this MOU without regard to race, color, religion, sex, national origin, veteran status, political affiliation, sexual orientation, or disabilities.

Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

**Department of Health**

\_\_\_\_\_  
Signature  
Economic Stability Director

\_\_\_\_\_  
Date

**Retailer Name Here**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date