



TERMS & GUIDELINES FOR RESTAURANT PARTICIPATION

1. Restaurant agrees to and will comply with each of the following terms and conditions if selected for participation in the We All Eat Texas – Fort Bend County Program:
 - a. Restaurant has the capacity to provide up to 500 nutritious pre-packaged, to-go meals per day at a maximum fixed cost of \$13.95/meal. Actual cost per meal should be reasonable and consistent with the restaurant's average cost per meal up to a maximum cost of \$13.95/meal.
 - b. Restaurant will individually package meals and provide them as either cold, ready-to-eat, or heat-and-serve options (meal kits may also be offered).
 - c. Restaurant will offer two to three (2 – 3) nutritious meal options daily from which Program Participants may order.
 - d. Restaurant will provide its own dedicated human resources and technological resources (high-speed internet, etc.) to coordinate food preparation, and to ensure efficient distribution and pick-up of meals while following social distancing guidelines.
 - e. Restaurant will develop a smooth, efficient distribution system allowing for Program Participants to pick up meals between 4:30 pm and 7:30 pm in a manner that adheres to social distancing guidelines and administrated by staff wearing masks and gloves.
 - f. Restaurant must submit an operations plan within 2 days of being accepted to the program that outlines pickup and delivery procedures, food packaging plan, primary point of contact, and any special instructions.
 - g. Restaurant will follow reporting guidelines in compliance with program participation which could include weekly and/or daily frequency.
 - h. Restaurant will be ready to mobilize and provide meals with five (5) days' notice from TBE of acceptance into Program.
 - i. Restaurant must attend all meetings organized by TBE relating to the program.

- j. Restaurant will have the capacity to serve 500 meals per day based on net 20 payment terms and agrees to a minimum of net 20 payment terms to receive reimbursements for meals served.
- k. Restaurant must be able to absorb loss/cost for wrong or abandoned meals.

2. Restaurant shall comply with all local, state, and federal health and safety regulations pertaining to retail food operations. Restaurant shall maintain a retail food permit, issued by Fort Bend County, throughout the term of this Agreement. Restaurant shall provide a copy of such current permit upon request of TBE.

3. Restaurant shall provide nutritious meal options consisting of at least one protein, one starch, and one vegetable. Restaurant shall include at least one healthy option on its daily menu. Must also provide 7 days' notice for changes to menu items via the process defined by TBE. Restaurant must provide a "staple" menu item that can be used in the event that substitutions need to be made due to supply shortages.

4. Restaurant shall require verification that Program Participants are eligible to pick up meals by only releasing meals after a QR code on Participant's order confirmation is scanned. Restaurant understands that no meals will be reimbursed by TBE or the County for any reason if distribution of the meals is not conducted by scanning a QR code (or following the approved TBE process). Restaurant shall reconcile the number of meals ordered vs. what is picked up nightly and provide this information back to TBE in digital form.

5. Restaurant shall NOT require, request or collect any payment from any Program Participant at any time for meals ordered through We All Eat Texas – Fort Bend County, including surcharges of any kind for meal upgrades, add-ons, supplies, or paper goods. If TBE or the County becomes aware that Restaurant is charging additional funds of any amount for Program meals, this will serve as grounds for dismissal from the program and restaurant will be subject to recovery of damages caused by this action.

6. Restaurant shall NOT require, request or include a service fee or gratuity for meals ordered through the Program. Restaurant shall not charge a sales tax or any other fee to any Program Participant who uses We All Eat Texas – Fort Bend County to purchase a meal.

7. Restaurant shall not allow Program Participants to purchase gift cards using We All Eat Texas – Fort Bend County benefits.

8. Restaurant shall install QR scanner software and any other program software within three days' notification of acceptance into the program. A Program representative will work with the Restaurant to train and pilot the use of the software before it is used to serve Program Participants.

9. Restaurant agrees to participate in and cooperate with studies and surveys TBE deems necessary to meet its monitoring and evaluation responsibility.

10. Restaurant shall furnish all data, statements, records, information, and reports necessary for TBE to monitor, review, and evaluate the program and its components.

11. Restaurant shall develop, implement, and maintain procedures for receiving, investigating, and responding to Program Participant complaints that are directly related to the We All Eat Texas – Fort Bend County Program.