Kids Cafe Program Partner Agreement and Responsibilities

The terms of the following Agreement have been agreed upon and understood by: St. Mary's Food Bank Alliance (SMFBA) and _____ (Agency Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to Kids Café, a program of Feeding America and that is administered by the Arizona Department of Education's Children and Adult Food Care Program (CACFP) funded by the United States Department of Agriculture (USDA). Kids Café serves nutritious meals to children at risk of hunger in safe, accessible sites that provide enrichment activities. CACFP provides government reimbursement for meals served at partner agencies to purchase food and cover minimal administrative costs to sustain the Kids Café program.

The Feeding America Member/Kids Café Program agrees to:

1. Appoint a primary contact for the Child Nutrition program providing oversight in the program, and guidance in implementation.
2. Identify and procure food items and/or supplies necessary to administer any of the Child Nutrition programs.
3. Prepare and deliver meals in compliance with USDA nutritional guidelines for the meal being claimed for reimbursement.
4. Ensure that you meet Kids Cafe and CACFP standards through annual training and the required three monitoring visits per year.
5. Track and report expenses related to the CACFP program.
6. Act as a sponsor for our partner agencies receiving meals from Kids Cafe and use government meal reimbursement received to sustain the program.
7. Complete all CACFP required documents including the submission of monthly claims for each site and the annual application.
8. Maintain all CACFP required weekly and monthly paperwork for a period of 5 years at a designated Food Bank facility.
9. Provide appropriate training for site responsibilities including required Civil Rights Training.
10. Maintain current licensing and permitting requirements.
11. Establish and maintain procedures and controls that are acceptable for the partnership to ensure that no information contained in its records shall be disclosed except as is essential to the performance of duties as required by ADE.

The Kids Café Program Partner Agency (reference the training for program specific requirement) agrees to:

1. Maintain appropriate licensing and inspections to demonstrate compliance with applicable Federal, State or local requirements and meet State or local health and safety standards including the safe and proper handling of food.
2. Conduct National Background Search on staff and volunteers over the age of 18 who have direct repetitive contact with children.
3. Maintain a current Food Service Worker card or certificate issued by SMFBA Food Safety training.
4. Identify the appropriate Child Nutrition Program(s) being offered in partnership with St. Mary's Food Bank Alliance in all outreach materials and press releases.
5. Will comply with the Civil Rights Act of 1964. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. *Provide academic or enrichment activities for children in an afterschool setting each day the Kids Café site is open.

7. *Maintain enrollment and attendance information on all children attending the after-school program.
8. *Provide Kids Café meals at no extra cost over what is charged for participation in the after-school program.
9. *Do not make prayer a mandatory requirement to receive meals.
10. ***Distribute meals provided by Kids Café during the qualified and reported timeframe only.** Any change in meal service time should be reported and approved by your Site Specialist.
11. *Cooperate fully with the Food Bank staff in performing their responsibilities. Each site will receive three site visits from Food Bank staff each school year. One visit may be scheduled and the other two are drop-in. These are in addition to any site visits required for the Summer Feeding Service Program.
12. *Be amenable to receiving either announced or unannounced visits from Arizona Department of Education (ADE) or the USDA. Make records and documents available for inspection upon request by St. Mary's Food Bank Alliance, ADE or the USDA.
13. *Adhere to the prescribed child to adult ratio.
14. The partner organization is required to inform SMFBA of changes in leadership, location, contact information, and service plan changes within a timely manner.
15. Train staff and volunteers on all program guidelines.

We reserve the right to refuse service to anyone for any reason not prohibited by law.

The Agency releases the original donor, Feeding America, the Nation's Food Bank Network, and St. Mary's Food Bank Alliance and their officers, employees, agents, volunteers, successors and assigns, and agrees to hold them harmless and indemnify them against liability, loss, damage or claim, of any kind whatsoever, whether at law or in equity, arising out of or based upon the negligence or any act, whether independent or concurrent, of the Agency, its employees, agents, volunteers, or independent contractors, in connection with the storage, maintenance, transportation, use or distribution of any item of food or other product, whether received from St. Mary's Food Bank Alliance or other sources. The Agency shall pay court costs and attorney fees of any sort whatsoever which may arise out of any claims against St. Mary's Food Bank Alliance, and its officers, employees, agents, volunteers, successors, and assigns arising because of any action, non-action, liability, loss, damage or claim of any kind whatsoever, whether in law or in equity, resulting from or based upon the conditions outlined in this agreement or because of any other claim involving the Agency.

I have read the above agreements and responsibilities; understand the contents; and agree to follow them at my site. I understand that St. Mary's Food Bank Alliance provides Kids Cafe meals to my site, to be distributed to children at risk of hunger in a safe, accessible, nurturing environment. Food safety is our number one concern and I agree to insist the food is kept under the cold storage guidelines of the local Environmental County Health Department. My signature below acknowledges receipt of policies and other forms pertaining to the Kids Café® Program

Signed for the Partner Agency	**Signed for St. Mary's Food Bank Alliance:**
_____	_____
Signed	**Signed**
_____	_____
Print	**Print**
_____	_____
Title	**Title**
_____	_____
Date	**Date**