



Kids Café® Corrective Action, Suspension, Termination, & Grievance Policy



Function of Procedure:

An Agency Partner may be placed on suspension by St. Mary's Food Bank Alliance (SMFBA) until a reported problem or issue is corrected. While under suspension, the site will lose its Agency Partner privileges, including the right to receive food. An Agency Partner under suspension may have their partnership terminate at any time if the site fails to correct the problem leading to the suspension.

The following policy and procedure describes the infractions by which SMFBA considers grounds for warnings, probation, suspension, and inactivation of Kids Cafe® meals at a partner agency. As good stewards, SMFBA is required to ensure that food distributed to agency partners is used as it was intended at the site location.

The purpose of this policy is to stress the importance of specific Kids Cafe® requirements and to **limit the number of non-claimable and/or wasted meals at agency locations**. All infractions listed below focus on poor food safety or financial loss to the Food Bank due to improper handling and/or management of the Kids Cafe® meals and program. Each meal costs the Food Bank over \$3.50. Each meal not consumed or distributed in a manner not following the guidelines, or disposed of is one less meal to feed a hungry child.

Infractions:

1. Not adhering to proper **Food Safety** procedures and processes including:
 - a) Agency Partner does not have food handler's card nor has completed Food Safety training
 - b) Agency Partner does not maintain proper cold food storage
 - c) Agency Partner does not keep coolers/equipment clean
2. Inadequate recordkeeping as required by program.
3. Agency Partner does not follow the **Meal Distribution/Counting and Meal Number** changes process including
 - a) Not turning in meal count forms weekly
 - b) Incomplete or continuous errors on meal count sheets
 - c) The waste of meals through excessive food orders
 - d) High number of second meals to children or meals to adults
 - e) High volume of returned meals
 - f) Not cancelling meal service for days closed
4. Indication that the Agency Partner denies services to clients on the basis of race, color, age, religion, national origin, sex, sexual orientation, disability, or political affiliation.
5. The Agency Partner is found distributing product to unqualified recipients (with the exception of eligible leftovers)
6. The Child Nutrition team is unable to monitor the Agency Partner because the site is not open or does not respond promptly to attempts to schedule an appointment.
7. The designated Agency Partner lead/staff fails to communicate or respond to staff in a timely manner.

8. Agency Partner relocates, changes days or hours of service without informing Child Nutrition Team.
9. Exchanging meals for money, property, or services.
10. Removal of meals from the site without prior authorization from the Child Nutrition Team.
11. Using the meals in a manner that is not related to the purposes.
12. Agency Partner staff or volunteers display blatant disregard or disrespect for Food Bank policies or staff.
13. Any other reason found by the Food Bank staff that violates the spirit of the agreements.
14. Agency Partner are found to have **Major Violations** that infringe upon the Program Agreement
 - a) Adult meals included in meal counts of children
 - b) Off-site consumption
 - c) More than one meal served at a time to children
 - d) Block Claiming – **See Block Claiming Policy**
 - e) Serving outside of required meal service times

Infraction Policy:

Depending on each specific situation, and at the sole discretion of Food Bank management, disciplinary action may be taken if one or more of the infractions listed in this policy are violated. Disciplinary action may include but not limited to, verbal and/or written warnings and corrective action, and/or suspension or inactivation as an agency partner with the Kids Cafe® program.

Infraction Notification:

If an infraction is noted, the agency partner representative will be informed of the occurrence within 48 business hours, the impact to the Food Bank and the corrective action required.

Consequences of any of the infractions listed above may include:

- 1st Offense – Written warning of potential probation
- 2nd Offense – Suspension from participating in this program.
- 3rd Offense – Suspension from receiving products within other programs.

***SMFBA reserves the right to alter the Non-Compliance Policies, requirements, or consequences as it deems necessary and has the obligation to notify sites of those changes. Email, phone calls and/or written letters will be considered sufficient notice.**

Corrective Action:

An agency partner that receives a **Corrective Action Plan** will be placed on *probation* for a period of time to allow it to bring the program into compliance. The partner agency contact will be notified by the Child Nutrition team as soon as the infraction is noted to communicate the problems and if necessary to partake in a meeting to discuss the reasons for the needed corrections. The agency may continue to receive all or some of the rights and privileges of an agency partner. During this time the agency partner will complete a corrective action plan within 48 hours of receiving an infraction and a re-inspection/re-visit will occur to release probation or suspension.

Good Standing:

After a period of satisfactorily completing a corrective action plan an agency will be released from probation and will be placed in good standing.

Agency Inactivation:

An agency partner can be terminated without first being on probation for serious violations and may be made at the sole discretion of SMFBA. The agency partner loses all rights and privileges of an agency partner during the inactivation period. The Food Bank reserves the right to refuse service to anyone for any reason not prohibited by law.

The agency partner contact will be notified in writing of the inactivation. The agency partner may appeal this decision. The statement must include the reasons for the appeal, pertinent facts, and what the agency partner believes would be an acceptable solution to the problem.

The inactivated agency partner may reapply to become an agency partner after all deficiencies have been corrected and a plan for compliance is discussed.

Agency Reactivation:

A new enrollment packet, staff training and a site monitoring visit will be conducted to ensure all previous infractions have been addressed and tools are in place to prevent infractions from re-occurring.

Grievances Against Agency Partner:

1. SMFBA must respond to complaints by the public about any SMFBA Agency Partner and/or program host sites including food safety concerns.
2. The Agency Partner will be notified of any specific complaint received. Depending on the nature and severity of the complaint, the Child Nutrition Program Manager or Director of Culinary and Nutrition Programs may order that an unannounced visit be performed on the Agency Partner.
3. The partner organization will be notified of any specific complaint received regarding their operations. Depending on the nature and severity of the complaint, an unannounced visit may be conducted on the partner organization.
4. The results of any investigation and subsequent recommendations will be presented to the Director of Culinary and Nutrition Programs, SMFBA Chief Program Officer and documented in the agency partner file. The site will be notified in writing of the conclusions and any actions to be taken.
5. Discrimination complaints by the client regarding the distribution of commodities should be documented in writing. The client must address the Civil Rights Office directly as indicated on the "Justice For All" poster and complete Client grievance form.
6. SMFBA must respond to complaints by the public about any SMFBA Agency Partner and/or program host sites.

Grievances Against St. Mary's Food Bank Alliance:

Agencies may voice concerns or appeal any decision made by SMFBA personnel. Send concerns in writing to the SMFBA Chief Programs Officer at 2831 N. 31st Ave. Phoenix, AZ 85009. The statement must include the reasons for the grievance, pertinent facts, and recommended resolution.

The grievance will be assessed, and the CPO will determine the plan of action. The agency will be notified in writing of the decision. An Agency Partner will not be discriminated against, harassed, or suffer any reprisals by SMFBA as a result of filing a grievance.