



## **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 (Feeding America – the Nation's Member Network) and \_\_\_\_\_ (Partner Agency or "Licensee"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to Kids Cafe, a program of Feeding America and that is administered by the Arizona Department of Education's Children Summer Food Service Program (SFSP) funded by the United States Department of Agriculture (USDA). Kids Cafe serves nutritious meals to children at risk of hunger in safe, accessible sites. SFSP provides government reimbursement for meals served at partner agencies to purchase food and cover minimal administrative costs to sustain the Kids Cafe program.

### **The Feeding America Member/Kids Cafe Program agrees to:**

1. Prepare and deliver meals in compliance with USDA nutritional guidelines for the meals being claimed for reimbursement.
2. Ensure that Program Partner meets Kids Cafe and SFSP standards through annual training and monitoring and the required SFSP 1-2 visits per summer.
3. Track and report expenses related to meal preparation and delivery.
4. Act as a sponsor for our partner agencies receiving meals from Kids Cafe and use government meal reimbursement received to sustain the program.
5. Complete all SFSP required documents including the submission of monthly claims for each site and the annual application.
6. Qualify applicable partner agencies under the program requirements.
7. Maintain all SFSP required weekly and monthly paperwork for a period of 5 years at a designated Food Bank facility.
8. Provide partner agency with appropriate civil rights training as required.
9. Maintain current Licensing requirements including health inspections.
10. Establish and maintain procedures and controls that are acceptable for the partnership for the purpose of assuring that no information contained in its records shall be disclosed by its agents, officer, or employees except as is essential to the performance of duties as required by Arizona Department of Education (ADE).

**The Kids Cafe Program Partner Agency agrees to:**

1. All responsibilities outlined in the Summer Food Service Program PowerPoint Training presentation.
2. Conduct National Background Search on staff and volunteers over the age of 18 with direct repetitive contact with children and fill out the form for applicable site.
3. 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.
4. The safe and proper handling of the Product, which conforms to all local, state and Federal regulations.
5. Willingness to abide by the policies, procedures, and record keeping requirements of the Member.
6. The partnering organization will allow the Member to monitor the food distribution operations site regularly.

**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 Maricopa County Health Department. My signature below acknowledges receipt of policies and other forms pertaining to the Kids Cafe® Program.

**Signed for the Partner Agency**

**Signed for St. Mary’s Food Bank Alliance**

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**Signed**

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