



St. Mary's Food Bank Alliance Backpack Program Partner Agency Agreement

The terms of the following Agreement have been agreed upon and understood by: St. Mary's Food Bank Alliance (Feeding America Network Member) and _____ (Partner Agency). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Backpack Program, a program of Feeding America. The Backpack Program provides non-perishable food that kids can take home to share with their families. These items are a combination of protein, grain, fruits and vegetables.

The Backpack Program Partner Agency agrees to the following:

1. The safe and proper handling of the Product, which conforms to all local, state and Federal regulations;
2. Willingness to abide by the policies, procedures, and record keeping requirements of St. Mary's Food Bank Alliance;
3. 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 partnering organization will allow the Member to monitor the food distribution operations site regularly.
5. Conduct National Background Search on staff and volunteers over the age of 18 with direct repetitive contact with children – fill out form for applicable site.
6. Boxes used for delivery are purchased, reusable property of St. Mary's Food Bank Alliance. They must be treated with care, broken down, and then stored and returned to St. Mary's Food Bank at the next delivery.
7. All responsibilities outlined in St. Mary's Food Bank Backpack Program PowerPoint Training presentation.

The Feeding America Member (SMFBA) agrees to:

1. Appoint a primary contact for the child nutrition program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that Partner Agency meets food safety standards through periodic monitoring visits. Any issues needing to be addressed will be communicated in writing to the Partner Agency within seven business days.
3. Identify and procure food items and/or supplies necessary to administer any of the Child Nutrition programs.

This Agreement may be terminated at will by either party with written notice delivered to either party preferably not less than 30 days prior to the desired date. However, in the event of severe program violations, SMFBA staff reserves the right to inactivate the Agreement with the Partner Agency immediately.



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 Backpacks of weekend food to my site, to be distributed to children who do not have food in the home over the weekend.

My signature below acknowledges receipt of policies and other forms pertaining to the Program.

Signed for the Partner Agency

Signed

Print

Title

Date

Signed for St. Mary's Food Bank Alliance:

Signed

Print

Title

Date



St. Mary's Food Bank Alliance Backpack Program National Background Check Verification Form

Site Management must ensure that all staff and volunteers at St. Mary's Food Bank Alliance child nutrition program partner sites undergo a *National Background search*. Specifically, **it is the responsibility of the Program Partner to verify that** each staff and volunteer participating in food distribution at their site with direct, repetitive child contact, must perform the following background checks as a minimum:

- ☞ Social Security History to assure proper identification
- ☞ National Sexual Offender search
- ☞ Criminal History record search
- ☞ Note: If a Fingerprint Clearance is conducted, it must be renewed every six years or as required by State law

Careful screening of staff and volunteers who work with children is an important risk management precaution. National Background searches are done on staff and volunteers to ensure the children's safety. **See Arizona State law for a list of offenses that preclude a person from receiving a clearance card:** <https://www.azleg.gov/ars/41/01758-07.htm>

Some examples of who needs a background search performed:

- ✓ Staff that that work directly with the kids in the program daily
- ✓ Volunteers that work directly with the kids in the program daily
- Staff or volunteer that works with or around the kids that participate in the meal service/distribution on a regular basis (i.e. once per week or more)

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Some examples of who DOES NOT need a background search performed:

- ✗ File clerk that does not interact with the children
- ✗ Staff that has no face-to-face contact with the kids in the program
- ✗ Volunteer that has no face-to-face contact with the kids in the program
- ✗ Staff that do not directly interact with the kids in the program
- ✗ Volunteers that do not directly interact with the kids in the program

Directions: In the space provided on page two

1. Print the names of each staff member and volunteer that assists with a Child Nutrition Program.
2. Circle staff or volunteer
3. Return original copy of the second page to your Child Nutrition Specialist at:

St. Mary's Food Bank Alliance
ATTN: Child Nutrition
2831 N. 31st Ave, Phoenix, AZ 85009



**** Your Child Nutrition Specialist reserves the right to see proof of completed background searches on staff and volunteers during routine site inspections.**

By filling out and signing this form, I verify that each individual listed has undergone, and passed, a National Background Search as described on page one.

<u>Print name of staff and volunteers below</u>			<u>Print name of staff and volunteers below</u>		
Print	Staff	Volunteer	Print	Staff	Volunteer
Print	Staff	Volunteer	Print	Staff	Volunteer
Print	Staff	Volunteer	Print	Staff	Volunteer
Print	Staff	Volunteer	Print	Staff	Volunteer
Print	Staff	Volunteer	Print	Staff	Volunteer
Print	Staff	Volunteer	Print	Staff	Volunteer

Date signed: _____

Site Name: _____
(please print)

Program Partner Representative Name: _____

Program Partner Representative Signature: _____

Return original copy to the Child Nutrition Department at:

St. Mary's Food Bank Alliance

ATTN: Child Nutrition

2831 N. 31st Ave

Phoenix, AZ. 85009