

**2013-2014 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 11**  
**The Emergency Food Assistance Program**

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1. **Description.** The purpose of The Emergency Food Assistance Program (TEFAP) is to supplement the diets of low-income Americans, including the elderly, by providing them with emergency food and nutritional assistance. SUBGRANTEES distribute food to local organizations, such as food pantries, mass distribution sites and soup kitchens, which provide the food directly to eligible TEFAP participants.

2. **Definitions.** Capitalized words in this work plan shall have the meanings provided herein, as stated in 7 CFR 253.2, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“*HOUSEHOLD RECIPIENT*” means a household with an income at or below 185% of the federal poverty level eligible to receive TEFAP benefits.

“*EMERGENCY FEEDING ORGANIZATIONS*” means an eligible recipient agency, which provides nutrition assistance to relieve situations of emergency and distress through the provision of food to needy persons, including low-income and unemployed persons. Emergency feeding organizations have priority over other eligible recipient agencies in the distribution of TEFAP commodities pursuant to §251.4(h).

“*FOOD BANK*” means a public or charitable institution that maintains an established operation involving the provision of food or edible commodities, or the products of food or edible commodities, to food pantries, soup kitchens, hunger relief centers, or other food or feeding centers that, as an integral part of their normal activities, provide meals or food to feed needy persons on a regular basis.

“*FOOD PANTRY*” means a public or private nonprofit organization that distributes food to low-income and unemployed households, including food from sources other than the Department of Agriculture, to relieve situations of emergency and distress.

“*CONGREGATE MEAL SITE*” means emergency feeding organizations, which provide food to needy persons, including low-income, unemployed persons, homeless person.

“*COMMODITIES*” means nutritious foods provided by USDA for TEFAP use.

“*OHCS*” means the State of Oregon, acting by and through its Housing and Community Services Department, including as an SDA.

“*LEGAL REQUIREMENTS*” means federal and state statutes applicable to TEFAP, federal and state rules and regulations applicable to TEFAP, the OHCS TEFAP Operations Manual, and OHCS directives, all as amended from time to time. LEGAL REQUIREMENTS are, and shall be deemed by the parties to constitute, terms and conditions of this Agreement.

“*SUBGRANTEE*” means the public or private nonprofit organization, which has entered into this Agreement with OHCS to administer TEFAP at the local level within the designated service area.

“*SUBRECIPIENT*” means a public or private nonprofit organization that enters into a written agreement with SUBGRANTEE satisfactory to OHCS to provide TEFAP assistance to certified participants.

“*TEFAP*” means The Emergency Food Assistance Program.

“*USDA*” means the United States Department of Agriculture.

“*WORK PLAN APPLICATION*” means SUBGRANTEE’s funding application, which is part of the contract between OHCS and the SUBGRANTEE.

### 3. Scope of Work.

- A. SUBGRANTEE shall, and shall cause and shall require by contract that its SUBRECIPIENTS comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local *WORK PLAN APPLICATION* as approved by OHCS and supplemented herein, together with applicable *LEGAL REQUIREMENTS* including CFDA 10.568, 42 U.S.C. 7501-7516, 7 CFR 251, 7 CFR 250 and OAR 813-220. The approved *WORK PLAN APPLICATION* is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of SUBGRANTEE or its SUBRECIPIENTS arising under this Subsection 3A or otherwise under this agreement
  
- B. SUBGRANTEE shall receive, store, monitor, account for, and distribute *COMMODITIES* in a manner satisfactory to OHCS and in compliance with all *PROGRAM REQUIREMENTS*, including but not limited to the following terms and conditions:
  - 1) *COMMODITIES* received under this Agreement shall be used solely for the benefit of the TEFAP participants. *COMMODITIES* shall not be sold, exchanged, or otherwise disposed of without the prior written approval of OHCS.
  - 2) *COMMODITIES* may only be distributed to other emergency feeding organizations on a fair-share basis according to the priority system established for *COMMODITIES* in 7CFR 251.4(h)(a).
    - a) SUBGRANTEE shall cause and shall require by contract that SUBRECIPIENTS provide such information to SUBGRANTEE and OHCS, and shall cause and require that their selected local agencies provide such information to SUBGRANTEE and OHCS, concerning their performance of delegated obligations under this Agreement as SUBGRANTEE or OHCS may from time to time require.
    - b) SUBGRANTEE shall cause and shall require by contract that SUBRECIPIENTS provide SUBGRANTEE at least annually with a list of the selected local agencies to which they are distributing or have distributed *COMMODITIES* pursuant to their delegated obligations under this Agreement, including the names, addresses, and phone numbers of such local agencies, the contact names and information within such local agencies, the total number of households served by each such local agencies, the amount of food provided by each local agency, etc.
    - c) SUBGRANTEE shall cause and shall require by contract that SUBRECIPIENTS cause and require store, manage, inventory, monitor, and distribute *COMMODITIES* at the local level consistent with the obligations of SUBGRANTEE under this Agreement, including in conformance with *LEGAL REQUIREMENTS*.
  - 3) SUBGRANTEE shall not, and shall cause and require that its SUBRECIPIENTS shall not, charge any type of administrative fee with respect to *COMMODITIES*, including but not limited to fees for transportation, delivery, maintenance, storage, distribution, or disposal of it.
  - 4) SUBGRANTEE shall, and shall cause and require that it is SUBRECIPIENTS accurately maintain a complete record of receipt, distribution, disposal, and inventory of *COMMODITIES* satisfactory to OHCS. SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS to, sign receipts for any *COMMODITIES* received. The receipts must include, among other relevant information, the amount of *COMMODITIES* received, the date of receipt, the name, and address of the receiving agency, and recipient’s signature acknowledging receipt.

- 5) SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS to, provide adequate facilities satisfactory to OHCS for the handling, storage, and distribution of COMMODITIES as well as properly safeguard against damage, theft, spoilage, or other loss consistent with this Agreement, including LEGAL REQUIREMENTS.
- 6) SUBGRANTEE assumes full responsibility for reimbursing OHCS for, and shall pay to OHCS upon request; the USDA dollar value of any COMMODITIES improperly used, disbursed, wasted, lost, damaged, or disposed of due to the fault of the SUBGRANTEE, its SUBGRANTEES or their agents. SUBGRANTEE shall indemnify, hold harmless, save and defend (consistent with ORS chapter 180) OHCS with respect to any liability, claims, causes of action or damages: (i) arising from or relating to any such use, disbursement, waste, loss, damage, or disposal of COMMODITIES; (ii) arising from or relating to any actual or alleged improper or harmful storage or distribution of COMMODITIES; or, (iii) arising from or relating to any breach by SUBGRANTEE, its SUBRECIPIENTS, or their agents under this Agreement, including LEGAL REQUIREMENTS.
- 7) SUBGRANTEE shall immediately advise OHCS in writing of any complaints regarding COMMODITIES. SUBGRANTEE shall provide appropriate information regarding the product and nature of any and all such complaints, including as requested by OHCS, and cooperate fully in any investigations thereof pursued by OHCS or USDA.
- 8) Physical inventories of COMMODITIES, satisfactory to OHCS, shall be performed monthly by the SUBGRANTEE, SUBRECIPIENTS, and their agents. Inventory reports must accurately identify product on hand, product received, product distributed, product remaining, and such other information as may be requested by OHCS. Such physical inventories shall be reconciled with SUBGRANTEE book inventories and maintained on file by SUBGRANTEE.
- 9) SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS to determine the eligibility of persons as TEFAP participants prior to issuing or allowing the issuance of any COMMODITIES for end use. Eligibility shall be determined using current income eligibility information issued by OHCS. SUBGRANTEE is responsible to OHCS for any losses resulting from improper or negligent issuance/distribution of USDA TEFAP COMMODITIES.
- 10) SUBGRANTEE and SUBRECIPIENT FOOD PANTRIES or EMERGENCY FEEDING ORGANIZATIONS distributing TEFAP COMMODITIES to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by HHS Poverty Guidelines and OHCS State Plan of Operations.
- 11) SUBGRANTEE and SUBRECIPIENT FOOD PANTRIES or EMERGENCY FEEDING ORGANIZATIONS must keep a record of the names of all households receiving food each day. Households should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.
- 12) SUBGRANTEE and SUBRECIPIENT CONGREGATE MEAL SITES must maintain record of number of meals served daily. CONGREGATE MEAL SITES do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.
- 13) SUBGRANTEE and SUBRECIPIENTS will not solicit donations in any manner from clients or require any client to pay for TEFAP COMMODITIES, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of TEFAP COMMODITIES, as a condition for receiving TEFAP COMMODITIES.
- 14) The SUBGRANTEE and SUBRECIPIENTS, at all times, shall strictly adhere to all applicable federal and state laws and regulations regarding civil rights and nondiscrimination as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all APPLICANT/recipient records, papers,

documents, tapes and any other materials that have been or may hereafter be established which relate to this agreement. The SUBGRANTEE and SUBRECIPIENTS are responsible for any additional Civil Rights reporting requirements as set forth in the TEFAP Policies and Procedures Handbook.

- 15) SUBGRANTEE and SUBRECIPIENTS will allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended TEFAP purposes. SUBGRANTEE shall permit representatives of OHCS or USDA to visit its sites or SUBRECIPIENT sites, inspect food in storage, or the facilities used in handling or storing food, to monitor distributions and to review and audit all records pertinent to TEFAP at any reasonable time, with or without benefit of prior notification.
- 16) SUBGRANTEE will attend training provided by the Recipient Agency regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.

#### **4. Program Reporting**

- A. SUBGRANTEE and SUBRECIPIENTS must retain all records, documents etc. required by USDA regulations, OHCS policies or this agreement for three years following the close of the federal fiscal year to which they pertain.
  - a) SUBGRANTEE shall, and shall cause and require its SUBRECEPIENTS by contract to submit reports as required in the Master Grant Agreement including monthly food ordering through USDA Web-Based Supply Chain Management as satisfactory to OHCS.

#### **5. Performance Measures**

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate the TEFAP program in a manner designed to achieve the following performance goals:
  - 1) Increase consumption of nutritional food by 5% as measured by the percentage increase in the pounds of nutritional emergency food distributed to the Oregon Food Bank Network.

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