

2013-2014 MASTER GRANT AGREEMENT
Exhibit A, Program Element 10
Oregon Hunger Response Fund

1. Description. The 1993 Oregon Legislature established Oregon Hunger Response Fund (OHRF). The purpose of Oregon Hunger Response Fund is to support capacity activity, linkage projects and food acquisition carried out by the Oregon Food Bank and statewide network of regional food banks.

2. Definitions. Capitalized words in this work plan shall have the meanings provided herein, as stated in OAR 813.250, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“*APPLICANT*” means any person who applies to receive OHRF benefits. Applicants include OHRF participants applying for recertification.

“*CERTIFICATION*” means the determination that an Applicant is approved as an OHRF participant made in accordance with this Agreement and OHRF Legal Requirements.

“*CERTIFICATION PERIOD*” means the period of time that a participant may continue to receive OHRF benefits without a review of his or her eligibility.

“*OHRF*” means Oregon Hunger Response Fund.

“*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 OHRF, federal and state rules and regulations applicable to OHRF, OAR 813-071-0100, 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.

“*LOW INCOME HOUSEHOLD*” means a household with an income that does not exceed 185% of the federal poverty guideline.

“*SUBGRANTEE*” means the public or private nonprofit organization, which has entered into this Agreement with OHCS to administer OHRF 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 OHRF assistance to certified participants and other OHCS approved OHRF related activities.

“*WORK PLAN APPLICATION*” means SUBGRANTEE’s funding application, which is part of the contract between the 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 OAR 813.071-0100. 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, and shall cause and shall require its SUBRECIPIENTS by contract to use OHRF funds for the following, eligible activities:

- 1) Capacity building activities and equipment purchases to strengthen or expand the Regional Food Bank and Emergency Food Organization infrastructure, and local support to facilitate expansion of the food supply, including the transportation of commodities.
 - 2) Acquisition and distribution of food in bulk form that is repackaged for household use.
 - 3) Linkage grants for outreach activities to under-served areas and populations to provide emergency food recipients with information and access to nutrition education and other support services such as SNAP.
 - 4) Reasonable administrative costs of the Program.
- C. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to use OHRF funding to supplement, not supplant, existing funds used in supporting the work of the emergency food assistance network and member agencies.
- D. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to receive, store, monitor, account for, and distribute OHRF food in compliance with the following terms and conditions:
- 1) Food obtained under this Agreement shall be used solely for the benefit of Certified OHRF participants within designated service areas of this Agreement. Food shall not be sold, exchanged or otherwise disposed of without the prior written approval of OHCS.
 - 2) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide adequate facilities satisfactory to OHCS for the handling, storage, and distribution of food, as well as properly safeguard against damage, theft, spoilage, or other loss consistent with this Agreement, including LEGAL REQUIREMENTS.
 - 3) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to determine the eligibility of persons as OHRF participants prior to issuing or allowing the issuance of any food 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 food obtained with OHRF funding.
 - 4) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to not solicit donations in any manner from clients or require any client to pay for OHRF food or services, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of OHRF food or services, as a condition for receiving OHRF food or services.
- E. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain records and fulfill reporting requirements in compliance with the following terms and conditions:
- 1) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain records satisfactory to OHCS, which document the use of program funds for linkage activities, as well as the receipt and distribution of purchased food.
 - 2) SUBGRANTEE shall provide OHCS with a year-end report satisfactory to OHCS of linkage projects and capacity-building activities, and food and equipment acquisitions by SUBGRANTEE and SUBRECIPIENTS.
 - 3) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to 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 OHRF purposes. SUBGRANTEE shall permit representatives of OHCS 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 OHRF at any reasonable time, with or without benefit of prior notification.

- 4) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to retain all records, documents etc. required by OHCS policies or this agreement for three years following the close of the federal fiscal year to which they pertain.

4. Program Reporting

- A. Subgrantee shall, maintain records that document the use of program funds for linkage and capacity activities and the receipt and distribution of commodities purchased and shall maintain records of program activities and fiscal transactions for a period of three years and shall make the records available to the OHCS upon request.
- B. SUBGRANTEE shall, and shall cause and require its SUBRECEPIENTS by contract to submit reports as required in the Master Grant Agreement as satisfactory to OHCS including the following:
 - 1) An annual audit of fiscal transactions within nine months of the end of the fiscal audit period due to OHCS March 1st.
 - 2) A comprehensive annual report of capacity activities and linkage projects carried out by each recipient agency and acquisitions of goods by the Oregon Food Bank due to OHCS March 1st. Subgrantee shall report on each Subrecipient agency in the comprehensive annual report including detailed description of the type and amount of food purchased with program funds.

5. Performance Measures

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate the OHRF 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.