

2013-2014 MASTER GRANT AGREEMENT
Exhibit A, Program Element 09
Food Distribution Program on Indian Reservations

1. **Description.** The Food Distribution Program on Indian Reservations (FDPIR) is a federal program that provides commodity foods to low-income households, including the elderly living on Indian reservations, and to Native American families residing in designated areas near reservations.

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:

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

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

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

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

“*FDPIR*” means Food Distribution Program on Indian Reservations.

“*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 FDPIR, federal and state rules and regulations applicable to FDPIR, the OHCS FDPIR 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, including an Indian tribal organization, which has entered into this Agreement with OHCS to administer FDPIR 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 FDPIR assistance to certified participants.

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

“*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 CFDA 10.567, 7 CFR 253, 7 CFR 250, Public Law 104-193 and USDA/FNS 501 Instruction Handbook. 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 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 Certified FDPIR participants within designated service areas of this Agreement. COMMODITIES shall not be sold, exchanged or otherwise disposed of without the prior written approval of OHCS.
- 2) SUBGRANTEE shall, and shall cause and require that its 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Physical inventories of COMMODITIES, satisfactory to OHCS, shall be performed monthly by the SUBGRANTEE, SUBRECIPIENTS, and their agents. SUBGRANTEE will submit inventory reports to OHCS and USDA/FNS no later than the 20th working day of each month. 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. In no event, may the inventory level of each COMMODITY food in storage exceed a three-month supply unless sufficient justification for additional inventory has been submitted to and approved by OHCS.
- 7) SUBGRANTEE shall not, and shall cause and require that its SUBRECIPIENTS not make orders for or use COMMODITIES in excess of their legitimate need, including covering the over-issuance of caseloads. OHCS may monitor and require information from SUBGRANTEE and its

SUBRECIPIENTS with respect to orders for or use of COMMODITIES to ensure, among other things, that the SUBGRANTEE and SUBRECIPIENTS are not over-ordering or using COMMODITIES to serve unapproved caseloads.

- 8) SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS to determine the eligibility of persons as FDPIR 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 FDPIR COMMODITIES.
- 9) SUBGRANTEE and SUBRECIPIENTS will not solicit donations in any manner from clients or require any client to pay for FDPIR COMMODITIES, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of FDPIR COMMODITIES, as a condition for receiving FDPIR COMMODITIES.
- 10) The SUBGRANTEE and SUBRECIPIENTS are required to provide nutrition education and/or referral to eligible APPLICANTS. This includes information concerning available health assistance programs.
- 11) 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 FDPIR USDA/FNS 501 Instruction Handbook.
- 12) 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 FDPIR 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 FDPIR at any reasonable time, with or without benefit of prior notification.

4. Program Reporting

- A. SUBGRANTEE shall 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 in which they were funded. Subgrantee shall, make records available to OHCS up request.
- B. SUBGRANTEE shall, and shall cause and require its SUBRECIPIENTS by contract to submit all reports as required in the Master Grant Agreement as satisfactory to OHCS including the following:
 - 1) USDA/FNS 152 Inventory Report and Participation Report are due on the 20th day of each month for the prior month.
 - 2) USDA/FNS 101 Racial and Ethnic Report are due annually on April 30th.
 - 3) Monthly food ordering through USDA Web-Based Supply Chain Management, due to USDA on or before the 15th of each month.

5. Matching Requirements

- A. SUBGRANTEE shall make matching contributions, cash or non-cash, of which no more than one third shall be in-kind contributions.

6. Performance Measures

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate the FDPIR 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 Confederated Tribes of the Umatilla Indian Reservation.

(The remainder of this page left blank intentionally)