

Assurances

The SFA agrees to comply with the requirements of the following regulations (as applicable):

GOVERNMENT-WIDE REGULATIONS

- 2 CFR Part 25: “Universal Identifier and Central Locator Contractor Registration”
- 2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”
- 2 CFR Part 175: “Award Term for Trafficking in Persons”
- 2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”
- 2 CFR Part 215: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 2 CFR Part 417: “Office of the Chief Financial Officer: Department of Agriculture Implementation of OMB Guidance on Non-procurement Debarment & Suspension”
- 2 CFR Part 421: “Requirements for Drug-Free Workplace (Financial Assistance)”
- OMB Circular A-102, Grants, and Cooperative Agreements with State and Local Governments
- 41 USC Section 22 “Interest of Member of Congress”
- Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)

COST PRINCIPALS

- 2 CFR, Subtitle A, Chapter II, Part 225: States, Local & Indian Tribal Governments
- 2 CFR, Subtitle A, Chapter II, Part 220: Institutions of Higher Education, Hospitals
- 2 CFR, Subtitle A, Chapter II, Part 230: Non-Profit Organizations

USDA REGULATIONS

- 7 CFR Part 15: “Nondiscrimination”
- 7 CFR Part 3015: “Uniform Federal Assistance Regulations”
- 7 CFR Part 3016: “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
- 7 CFR Part 3018: “New Restrictions on Lobbying”
- 7 CFR Part 3019: “Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”
- 7 CFR Part 3021: “Government-wide Requirements for Drug-Free Workplace (Financial Assistance)”
- 7 CFR Part 3052: “Audits of State, Local Governments, and Non-Profit Organizations”
- Freedom of Information Act (FOIA. Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would

have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies And Procedures;
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs; and
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations, and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state & local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)
- Non Discrimination Statement:
 - The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political belief, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)
 - If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.
 - Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).
 - USDA is an equal opportunity provider and employer.

DEPARTMENTAL REGULATIONS ON GRANTS & COOPERATIVE AGREEMENTS

The local entity will comply with the following USDA regulations:

- 7 CFR Part 3015, Uniform Federal Assistance Regulations;
- 7 CFR Part 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements;
- 7 CFR Part 3019, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
- 7 CFR Part 3051, Audits of Institutions of Higher Education and Other Nonprofit Institutions

CONTRACTUAL PROVISIONS AND INDEMNITY

Neither the State of Nevada nor any agency thereof shall hold harmless or indemnify any institution for any liability whatsoever.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Nevada, or any agency thereof, has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Nevada shall not agree to pay attorney fees and late payment penalties in the absence of a judicial order. By signing this agreement, the representative of the Institution thereby represents that such person is duly authorized by the Institution to execute this agreement and that the Institution agrees to be bound by the terms of the agreement.

The State of Nevada or any agency thereof, is not responsible for any Federal, State, or local tax liability that an Institution may incur as a result of participation in the CNP. The Institution shall indemnify and hold the NDA, its agents and employers, harmless from any loss, causes of action, liability, attorney's fees or claim for damages or injury to persons or property arising out of the performance of this Agreement to the extent such liability, loss, or claims are caused by the result from the negligent or intentional acts or omissions of the Institution, its agents or employees.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM AND SPECIAL MILK PROGRAM

The Sponsor/SFA and participating schools and facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor/SFA further agrees to the following specific provisions, as applicable:

1. To maintain a nonprofit school food service and/ or a nonprofit milk service.
2. To observe the limitations on the use of Program revenues set forth in 7CFR 210.14a, 220.13(l) and 215.8 (d) (1) and the limitations on any competitive school food service as set forth in 7CFR 210.11b;
3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7CFR 210.19a, 220.7 (e)(1)(l) and 220.13(l);

4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(l) and 215.7(d)(6);
5. To comply with the requirements of the USDA regulations regarding financial management (7CFR 3015);
6. Maintain final administrative and management responsibility for the after school snack care program including site(s);
7. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7 CFR 210.10, 210.10a, 220.8, and 220.8a;
8. For pricing programs, to price meals and supplements (snacks) as a unit;
9. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7CFR 245;
10. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
11. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7CFR 210.8, 220.11 and 215.11;
12. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
13. To submit Claims for Reimbursement in accordance with 7CFR 210.8, 220.11, 215.9 and 215.11;
14. To comply with USDA requirements regarding nondiscrimination;
15. To make no discrimination against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement attached hereto;
16. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7CFR 250;
17. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
18. To maintain necessary facilities for storing, preparing and serving food and milk;
19. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7CFR 210.9(b)(17)(19), 220.7(e)(13) and 215.8(d)(7);
20. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor/SFA level, they shall be readily retrievable by school or site; and
21. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

I hereby certify that all the information submitted in this packet is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that the NDA or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

SIGNATURES (All are required.)

Name of School District

Signature, Designated Official

Name Title (Please type or print)

Date

Signature, School Food Service Director

Name Title (Please type or print)

Date

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FOR STATE AGENCY USE ONLY