

## 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 System for Award Management”
- 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 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 400: USDA Implementing Regulations “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 415: USDA “General Program Administrative Regulations”
- 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: “Non-procurement Debarment & Suspension”
- 2 CFR Part 418: USDA “ New Restrictions on Lobbying”
- 2 CFR Part 421: “Requirements for Drug-Free Workplace (Financial Assistance)”
- 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)
- “The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006”

#### **COST PRINCIPALS**

- 2 CFR, Part 200: Subpart E, Cost Principles

#### **USDA REGULATIONS**

- 7 CFR Part 15: “Nondiscrimination”
- 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)

#### **NONDISCRIMINATION STATEMENT**

- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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:
  - U.S. Department of Agriculture,  
Director, Office of Adjudication,  
1400 Independence Avenue, S.W.,  
Washington, D.C. 20250-9410,
  - Fax: (202) 690-7442

- Email: at [program.intake@usda.gov](mailto:program.intake@usda.gov).
- This institution is an equal opportunity provider.

## **USDA IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

### **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)(I) and 220.13(I);

4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(I) 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*