

# **ASSURANCE OF COMPLIANCE (AoC)**

## **Signature Required**

**Grant recipients chosen for an award from this 2021 Request for**

**Application (RFA) must comply with the following regulations, principles and assurances.**

### **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: USDA “Nonprocurement Debarment and Suspension”
- 2 CFR Part 418 USDA “New Restrictions on Lobbying”
- 2 CFR Part 421: USDA “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 (Public Law 112-55)
- “The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006”

### **COST PRINCIPLES**

- 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).

**PROPERTY STANDARDS:**

Insurance Coverage: The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.

**INTANGIBLE PROPERTY:**

- A. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the Federal Government's use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product."

The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- B. The Agency has the right to:
  - 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
  - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- C. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- D. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

Federally-owned and exempt property: Title to federally-owned property remains vested in the Federal entity. The grantee must submit annually an inventory listing of federally-owned property to the Agency. If the grantee is no longer participating in a USDA/FNS program or if the property is no longer needed, the recipient must contact the Agency to receive instructions regarding any disposition of the property.

**Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency's equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

**Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

## **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
- 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)

## **PROCUREMENT STANDARDS**

The recipient will adhere to all procurement standards, included those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326. When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. States recipients will comply with 2 CFR 200.322.

**General procurement standards:** The SFA must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions, and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award, and administration of contracts. The SFA must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the SFA may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

**Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.31

**Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:

- a. Checking the System for Awards Management (SAM) to determine if the applicant or grantee has been debarred or suspended. This information can be found at <http://www.sam.gov>.
- b. Collecting a certification that the SFA is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Grantee or sub-Grantee electing this must devise its own.
- c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution.

## **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: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail:  
U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

### **RECORD RETENTION AND ACCESS**

Evaluation and Access to Records: The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Grantee shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

### **NONCOMPLIANCE AND TERMINATION**

Noncompliance: As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination. If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

## **OTHER REQUIREMENTS**

**USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Grantee must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

**Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

**Privacy Act Policy:** The USDA Food and Nutrition Service does not collect any personal identifiable information without explicit consent. To view the Agency’s Privacy Act Statement, visit: [www.fns.usda.gov/privacy-policy](http://www.fns.usda.gov/privacy-policy).

**Program Income:** Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

**Income Earned During the Award Period:** The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project. A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or

when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used. If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service ATTN: Accounting Division  
P.O. Box 979027  
St. Louis, MO 61397-9000

All checks must include: Project Fiscal Year, Agency Name, and GAD Number

## **POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS**

Post-closeout adjustments: The closeout of a Federal award does not affect:

- a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
- c. Audits requirements;
- d. Property management and disposition requirements; and
- e. Record retention requirements.

Collections: Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not returned within 90 days, the Agency may make an administrative offset, withhold advance payments or take other necessary actions. In addition, interest will accrue on any overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

**2021 NSLP EQUIPMENT ASSISTANCE GRANT APPLICATION  
CERTIFICATION STATEMENT**

Name of SFA: \_\_\_\_\_

SFA Agreement Number: \_\_\_\_\_

I certify that all of the information provided in this application is true and correct and that all local, state and federal regulations regarding procurement and expenditures will be followed.

I certify that I have the signing authority for my SFA.

I certify that these purchases are subject to audit and review by USDA and HCNP.

I certify that all NSLP Equipment Grant funds will be tracked separately from other School Nutrition Program funds.

I certify that any funds received under this grant will be expended within one year of receiving any award. Any funds not expended within this time will be returned to HCNP unless the SFA requests and receives written approval to extend the expenditure date.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Hawaii Child Nutrition Programs  
Attention: Al Tachibana  
650 Iwilei Road  
Suite 270  
Honolulu, HI 96817  
(808) 587-3600**