



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: December 19, 2024  
Subject: Grant Request– JFO #3233

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration. ***This request is under an expedited review. Please respond by Tuesday, December 31, 2024.***

**JFO #3233: \$5,995,120.00** to the VT Agency of Human Services, Department of Children and Families from the USDA Food and Nutrition Service for the Summer Electronic Benefit Transfer (EBT) food program for eligible families with school-aged children when schools are closed for the summer.

*[NOTE: The Summer EBT award is \$5.4M, 100% federally funded. There is also an administrative award of \$595,120.00 which requires a 100% State match. This was anticipated at the end of last session and the legislature approved one-time General Fund money for this match in the FY25 budget. To agency also provided notification of pre-award spending. To date, \$297,560.00 has been spent to begin standing up the program.] [Received 12/19/2024]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. If we do not have a response by **December 30, 2024**, members will be polled.



Department for Children and Families  
Commissioner's Office  
280 State Drive, HC 1 North  
Waterbury, VT 05671-1080  
(802) 241-0929 Fax (802) 241-0950  
[www.dcf.vermont.gov](http://www.dcf.vermont.gov)

# MEMO

TO: Finance & Management

FROM: Megan Smeaton, Financial Director, Department of Children & Families

DATE: 6/18/24

RE: Request for Grant Acceptance of and Pre-Grant Award Form for Summer Electronic Benefit Transfer (EBT) Program Award

DocuSigned by:  
*Megan Smeaton* 7/11/2024  
3E6AACF166B44BF...

I am pleased to report that the Department of Children and Families (DCF) has received Summer EBT (S-EBT) funding from the United States Department of Agriculture – Food and Nutrition Services (FNS) for Federal Fiscal Year 2024 in the amount of \$5.4M. This funding allows DCF to provide summer food benefits to qualifying children and families while school is out of session. Benefits, which are 100% federally funded, will be distributed to families via EBT card this summer.

DCF also received an award for administrative funding, totaling \$595,120, which requires a state match. The legislature provided 1x GF to support this administrative match as part of the SFY25 enacted budget. Given that the federal award letters were only received at the end of May, and the large number of households that need to receive a summer benefit this year, DCF had to immediately begin work to set up the new program in time for a benefit run in mid-July. As a result, DCF is requesting both a Grant Acceptance Request and a Pre-Grant Award Form.

Please find enclosed a Grant Acceptance Request (AA-1) and associated Pre-Grant Award Form (AA-1PN) for your review and approval, along with an estimated budget for the current five-year plan cycle and plan approval. Please do not hesitate to reach out if you have any questions or concerns.

Cc: Rich Donahey, AHS Chief Financial Officer  
Cc: Chris Winters, DCF Commissioner



**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

[phone] 802-828-2376  
 [fax] 802-828-2428

Agency of Administration

## STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

<b>Grant Summary:</b>		DCF is participating in the newly authorized permanent Summer EBT program through the USDA Food and Nutrition Service. Award includes \$595,120 for administration (matched with \$595,120 state funds) and \$5.4M for the benefit. Package includes an AA-1PN for summer 2024 implementation.			
<b>Date:</b>		8/21/2024			
<b>Department:</b>		AHS DCF			
<b>Legal Title of Grant:</b>		Summer Electronic Benefit Transfer Program for Children			
<b>Federal Catalog #:</b>		10.646			
<b>Grant/Donor Name and Address:</b>		USDA Food and Nutrition Service Braddock Metro Center II 1320 Braddock Place Alexandria, VA 22314			
<b>Grant Period:</b>		<b>From:</b>		<b>To:</b>	
		10/1/2023		9/30/2024	
<b>Grant/Donation</b>		\$5,995,120			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$297,560	\$5,995,121	<del>\$5,872,621</del>	<del>\$5,995,120</del> e	See below.
<i>No federal assurances at time points</i>					
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>		
		0			
<b>Additional Comments:</b>		Total above reflects initial award. SFY2 and 3 include projected annual renewals - projections are provided as this is a permanent authorized program (see "Authority" on pages 8 and 29).			
<b>Department of Finance &amp; Management</b>				Adam Greship	(Initial)
<b>Secretary of Administration</b>				Sarah Clark	(Initial)
<b>Sent To Joint Fiscal Office</b>				04AB832CD55C438	<b>Date</b>



# STATE OF VERMONT GRANT SPENDING PRE-NOTICE

(Form AA-1PN)

**PURPOSE & INSTRUCTIONS:**

*This form is intended solely as notification to the Joint Fiscal Committee of the unavoidable need to spend State funds in advance of Joint Fiscal Committee approval of grant requests and with the intent of securing a federally or privately funded grant award. Pre-notification is required for expenditures of state funds beyond basic grant application preparation and filing costs. Expenditure of these state funds does not guarantee that a grant will be awarded to the State of Vermont, or that a future grant award will be accepted by the Joint Fiscal Committee. If a grant award is subsequently received, a completed **Form AA-1 Request for Grant Acceptance** must be submitted to the Joint Fiscal Committee for review and approval before spending or obligating additional funds.*

**BASIC GRANT INFORMATION**

<b>1. Agency:</b>	Human Services
<b>2. Department:</b>	Children and Families
<b>3. Program:</b>	Summer EBT
<b>4. Legal Title of Grant:</b>	Summer Electronic Benefit Transfer Program for Children
<b>5. Federal Catalog #:</b>	10.646

**6. Grant/Donor Name and Address:**

USDA Food and Nutrition Service

<b>7. Grant Period:</b>	<b>From:</b>	10/1/2023	<b>To:</b>	9/30/2024
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**8. Purpose of Grant:**

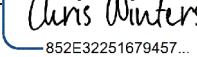
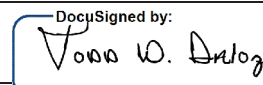
The Summer Electronic Benefit Transfer Program (Summer EBT) is a temporary nutrition benefit that provides grocery-buying benefits to income eligible families with school-aged children when schools are closed for the summer. A Plan for Operations and Management (POM) will be submitted by the State annually for renewal of this permanent program.

**9. STATE FUNDS TO BE SPENT IN ADVANCE OF GRANT ACCEPTANCE BY JOINT FISCAL:**

Expenditures:	FY 2024	Required Explanation/Comments
Personal Services	\$135,806.00	(Include type of expenditures to be incurred, i.e. training, planning, proposal development, etc.) Initial actual expenditures are limited to state personnel expenses and allocated operating and indirect costs incurred to establish an approved POM and begin standing up a Summer EBT solution. The estimated expenditures (\$297,560) represent 1/2 of the first year administrative costs of an established Summer EBT program. The actual impact of advanced spending will not be available until early SFY25, but they will not exceed the estimate.
Operating Expenses	\$161,754.00	
Grants	\$	
<b>Total</b>	<b>\$297,560.00</b>	

**10. AUTHORIZATION AGENCY/DEPARTMENT**

I/We certify that spending these State funds in advance of Joint Fiscal Approval of a Grant is unavoidable, and that a completed **Form AA-1 Request for Grant Acceptance** will be submitted for Joint Fiscal Committee approval if a grant award is received for this program:

Signature:	 <small>DocuSigned by: 852E32251679457...</small>	Date:	7/18/2024
Title: Commissioner, Dept of Children and Families			
Signature:	 <small>DocuSigned by: 8496AFD85AC04E5...</small>	Date:	7/24/2024
Title: Deputy Secretary, Agency of Human Services			

**11. ATTACHMENTS:** Attach relevant documentation that demonstrates the necessity of this expenditure. (example:

STATE OF VERMONT GRANT SPENDING PRE-NOTICE

(Form AA-1PN)

funding opportunity guidelines require training, etc.)

**Distribution:**  
**Original - Joint Fiscal Office;**  
**Copy 1 – Department Grant File;**  
**Copy 2 – Attach to Form AA-1 (if grant is subsequently received).**

(End Form AA-1PN – Grant Spending Pre-Notice – Form AA-1PN)

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

<b>BASIC GRANT INFORMATION</b>				
<b>1. Agency:</b>	Human Services			
<b>2. Department:</b>	Children and Families			
<b>3. Program:</b>	Summer EBT			
<b>4. Legal Title of Grant:</b>	Summer Electronic Benefit Transfer Program for Children			
<b>5. Federal Catalog #:</b>	10.646			
<b>6. Grant/Donor Name and Address:</b> USDA Food and Nutrition Service				
<b>7. Grant Period:</b>	<b>From:</b>	10/1/2023	<b>To:</b>	9/30/2024
<b>8. Purpose of Grant:</b> The Summer Electronic Benefit Transfer Program (Summer EBT) is a nutrition benefit that provides grocery-buying benefits to income eligible families with school-aged children when schools are closed for the summer. A Plan for Operations and Management (POM) will be submitted by the State annually for renewal of this permanent program.				
<b>9. Impact on existing program if grant is not Accepted:</b> If not accepted, the State would be unable to stand up and maintain a Summer EBT program.				
<b>10. BUDGET INFORMATION</b>				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	
Personal Services	\$271,612	\$271,612		
Operating Expenses	\$323,508	\$323,508		
Grants	\$	\$5,400,000		
<b>Total</b>	<b>\$595,120</b>	<b>\$5,995,120</b>		
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$297,560	\$297,560		State match, \$300K base as of SFY25 + \$500K 1x
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$267,618	\$5,667,618		\$300K base as of SFY25 + \$500K 1x; 100% Federal Benefit will require ERR in SFY25
(Statewide Indirect)	\$3,473	\$3,473		
(Departmental Indirect)	\$26,469	\$26,469		

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	\$595,120	\$5,995,120	\$	

<b>Appropriation No:</b>	3440010000	<b>Amount:</b>	\$595,120
	3440070000		\$5,400,000
			\$
			\$
			\$
			\$
			\$
			\$
		<b>Total</b>	\$

  
**PERSONAL SERVICE INFORMATION**

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?** ☐ Yes ☒ No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

<b>12. Limited Service Position Information:</b>	<b># Positions</b>	<b>Title</b>
<b>Total Positions</b>		

**12a. Equipment and space for these positions:** ☐ Is presently available. ☐ Can be obtained with available funds.

  
**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: <u>Chris Winters</u>	DocuSigned by:	Date: <u>7/18/2024</u>
Title: Commissioner, Dept of Children and Families		
Signature: <u>Verna W. Dwyer</u>	DocuSigned by:	Date: <u>7/24/2024</u>
Title: Dept. of Human Services		

  
**14. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> <b>SC</b> <input type="checkbox"/> Approved:	(Secretary or designee signature) <u>Sarah Clark</u>	DocuSigned by: Date: <u>8/25/2024</u>   12:15
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**15. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/>	Check One Box: Accepted		Date: <u>12/14/24</u>
<input type="checkbox"/>	Rejected		

  
**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

<input type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input type="checkbox"/> Notice of Award <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Grant Budget	<input type="checkbox"/> Notice of Donation (if any) <input type="checkbox"/> Grant (Project) Timeline (if applicable) <input type="checkbox"/> Request for Extension (if applicable) <input type="checkbox"/> Form AA-1PN attached (if applicable)
<b>End Form AA-1</b>	
(*) The term “grant” refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).	

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its approved Summer EBT Plan for Operations and Management (POM) or interim POM, as applicable, and will comply with the program statutes and program regulations applicable to the Summer EBT Program. The Recipient also will comply with any FNS instructions, policy memoranda, guidance, and other written directives interpreting the program statutes and program regulations applicable to Summer EBT.

Important information regarding the award, including the Agency contact and Assistance Listing Number, i.e., CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

**AUTHORITY**

The Consolidated Appropriations Act, 2023 (P.L 117-328) (the Act) authorized a permanent, nationwide Summer Electronic Benefit Transfer (Summer EBT) Program beginning in 2024. Funding for FY 2024 Summer EBT Administrative Grants is provided through the annual appropriations process, i.e., the FY2024 Continuing Appropriations and Other Extensions Act (P.L. 118-15) and subsequent FY2024 appropriations bills.

Under this authority, Summer EBT Agencies (including both State agencies and ITOs operating Summer EBT) will be provided an administrative grant award to cover 50 percent of the expenses incurred for Summer EBT implementation and operation.

**STANDARD TERMS OF THE AWARD**

- 1. Funding:** The Agency will provide administrative funding to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. This award will be made in conjunction with the Recipient’s approved Summer EBT interim POM and administrative costs as identified on the FNS-366A-Administrative Cost Spending Plan, Excel Template, for FY 2024. The FNS-366A will be submitted electronically in the FNS Food Programs Reporting System (FPRS)

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

An initial, limited increment of FY 2024 funding may be made available prior to approval of the POM; however, the approved level of the FNS-366A will serve as a limit on State expenditures. Should costs be higher than expected, a Summer EBT agency may amend their FNS-366A and seek USDA approval for a higher level of administrative funding. Additional funding is not guaranteed and is subject to the availability of funds.

Funds will be available for the necessary, allowable, and reasonable costs incurred in FY 2024 by the Recipient, or by a LEA or local agencies operating in a formal agreement with the Recipient, related to planning, organizing, and managing the Summer EBT Program. The award will follow general Government-wide grant rules under 2 CFR unless otherwise provided for in these terms and conditions. Examples of administrative costs may include, but are not limited to salaries, travel, support services, office equipment, system costs, and outreach. Recipients may use these grant funds to cover planning and implementation costs related to FY 2025 Summer EBT operations once their FNS-366A, Expenditure Plan, has been reviewed and approved by the FNS regional office as part of an FY 2025 interim POM.

In 2024 only, Summer EBT agencies may delegate application processing to LEAs. However, if a Summer EBT agency delegates application processing to LEAs, then it should cover new administrative costs incurred by the LEAs with respect to Summer EBT application processing. To be fully reimbursed by the Summer EBT State agency, the administrative costs incurred by the LEA must be new activities related to processing Summer EBT applications. Summer EBT agencies are only required to reimburse for expenses directly related to the activities and processes required to implement the Summer EBT program.

- 2. Performance Period:** The period of performance for this project is October 1, 2023 through September 30, 2024, and is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21. The Recipient may only incur allowable costs during the period of performance. The Recipient shall only withdraw funds for expenses incurred within the period of performance.

All funds must be obligated by the Expiration Date, i.e., period performance end date, listed on the Grant/Cooperative Agreement Form FNS-529, Box 21 (i.e. September 30, 2024). All obligations must be liquidated, and final reports must be submitted within 120 days of the performance period end date.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

- 3. Amendments/Revisions and Budget Changes:** The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. In addition, 2 CFR 200.308(e) requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply. The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 days before the end of the grant period. Any request received after this time will not be considered.
- 4. Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

**MATCHING**

- 5. 50 Percent Match:** This grant provides funding for 50 percent of the administrative expenses incurred in operating the Summer EBT program. The Recipient is responsible for providing the required 50 percent match amount.

Consistent with 2 CFR 200.306, Cost Sharing or Matching, cash or in-kind contributions are generally allowable if they are verifiable, allowable, necessary, in the Summer EBT agency's approved budget, and not related to any other Federal program costs unless specifically provided in regulations. The value of services rendered by volunteers are not allowable.

**REPORTING**

- 6. Financial Status Reports:** The Recipient is required to electronically enter the quarterly and final financial status report (FNS-778) into the FNS, Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. Recipient should report the FNS-778 for this grant under the Summer EBT Program. This report must be entered within 30 days after the close of each quarter. The final financial report must be entered into FPRS within 120 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

**FOOD & NUTRITION SERVICE**

**TERMS AND CONDITIONS FOR THE**

**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

- 7. Progress Reports:** A progress report is not required in connection with these grant awards as each Summer EBT Agency is required to submit a POM and an accompanying FNS-366(a), which will provide details on the administrative funding request.

However, the Recipient must report immediately, in writing, any problems, delays, or adverse conditions that impair the Grantee's ability to meet the agreement objectives to their Regional Office contact identified herein, as soon as possible. The notification must include information on action taken or contemplated in response to the problem.

**REGULATORY AND STATUTORY REQUIREMENTS**

- 8. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

**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 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR Part 415: "General Program Administrative Regulations"](#)
- [2 CFR Part 416: "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"](#)
- [2 CFR Part 417: "Non-Procurement Debarment and Suspension"](#)
- [2 CFR Part 418 "New Restrictions on Lobbying"](#)
- [2 CFR Part 421: "Requirements for Drug-Free Workplace \(Financial Assistance\)"](#)
- [7 CFR Part 3: "Debt Management"](#)
- [7 CFR Part 16: "Equal Opportunity for Religious Organizations"](#)
- [41 U.S.C. Section 22 "Interest of Member of Congress"](#)

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- 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**

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

**10. Intangible Property:**

- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award ([41 CFR 105-72.406](#)). The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work 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 Agency, in response to a governmental request, or as otherwise required by federal law. 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. However, the Agency’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 Recipient is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at [37 CFR P401](#).
- b. The Agency has the right to:
  1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

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 must 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. As defined in [2 CFR 200.315](#), title to intangible property (see definition for *Intangible property* in [2 CFR 200.1](#)) acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient must use that property for the originally authorized purpose and must 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.
- 11. Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property in its custody to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for instruction on utilization or disposition ([2 CFR 200.312](#)).
- 12. 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.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number, or FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the equipment was acquired, 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 every two years or at the grant close out, based on which of these occurs first. A Tangible Personal Property Report, SF-428, 428B, and 428S, must be submitted at award close-out to report the status of the equipment. The Recipient will follow the Agency's equipment disposition guidance and procedures as defined in [2 CFR 200.312](#).

- 13. 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.

**PROCUREMENT STANDARDS**

The recipient will adhere to all procurement standards, including those listed below, if applicable, as found in [2 CFR 200.318 through 2 CFR 200.323](#), however, State recipients will comply with [2 CFR 200.317](#). 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.

**General procurement standards:** The non-Federal entity 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 non-Federal entity 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\(j\)\(1\)](#), the non-Federal entity may only use time and material type contracts after a determination that no other

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

**Buy America Preference in Federal Financial Assistance Programs for Infrastructure**

A) In accordance with Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. Section 70914; recipients of an award of Federal financial assistance from a program<sup>1</sup> for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. (See definitions below) As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**B) Compliance**

- 1) All grant recipients and sub-recipients are responsible for documenting compliance with the Buy American Preference requirements set forth above. Grant recipients and sub-recipients may utilize documentation such as product labels indicating

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<sup>1</sup> Federal financial assistance program for infrastructure includes any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. Refer to definitions in section (B) for more information.

**FOOD & NUTRITION SERVICE**

**TERMS AND CONDITIONS FOR THE**

**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

country of origin, statements from manufacturers, vendors or suppliers certifying that items being sold/purchased meet the Buy American Preference for Infrastructure requirements, and/or any other type of documentation that would demonstrate compliance.

- 2) Prior to any entering any procurement transactions related to the grant award, grant recipients and sub-recipients must obtain the appropriate certification of compliance from their contractors, manufacturers, vendors, or suppliers. If this certification cannot be obtained, a waiver request must be pursued using the process outlined below.
- 3) Applicable infrastructure costs that are unable to be certified as compliant with the Buy American Preference requirements for Infrastructure and have no approved FNS waiver may be disallowed by the awarding agency.

**C) Reporting Requirements**

- 1) Please note, there are no specific reporting requirements related to the Buy America Preference in Federal Financial Assistance Programs for Infrastructure conditions listed in this section. However, in accordance with 2 CFR 200.334; Retention Requirements for Records, all related records must be maintained for a period of three years from the date of submission of the final expenditure report or audit and the Grantee will be required to provide this information to FNS within 30 days of request.

**D) Definitions**

- 1) “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; excluding aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - lumber; or
  - drywall.
- 2) “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRAVE GRANT**

- 3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- 4) “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Waiver Requests to Buy America Preference in Federal Financial Assistance Programs for Infrastructure Requirements**

- A) In situations where the grantee determines that one of the following exceptions applies, the grantee may submit to FNS a waiver to the application of Buy American Preference for their infrastructure costs:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- B) A written request to waive the application of the domestic content procurement preference must be submitted to FNS at, [sm.fn.fm-grantpolicy@usda.gov](mailto:sm.fn.fm-grantpolicy@usda.gov), and must include the following in the title of the email: “(Title of Grant) – Buy American Preference Waiver Request”. Please also use the following suggested format with the waiver exception request:
- Exception being requested (#1-#3 listed above in section A) along with a brief narrative explaining the need for the waiver request.
  - Include a section with specific information that supports the exception being requested.
  - Attach any supporting documentation such as estimates, invoices, receipts, letters of support, and/or any other documentation that would support the exception requested.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

Waiver requests will be decided on a case-by-case basis. FNS will be responsible for seeking public comment of no less than 30 days on General Applicability waiver (#1) requests, while all other waiver requests (#2-#3) are subject to a minimum 15-day public comment period. All waiver requests will be posted for public comment at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>. Additionally, all waivers must be reviewed by the Made in America Office before a final decision is provided. The Made in American Office will notify FNS of its determination. The decision provided is final and there is no further appeal process.

There may be instances where an award qualifies, in whole or in part, for an existing approved USDA-wide waiver described at <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>. This website provides information on the currently approved Buy American for Infrastructure Waivers for De Minimis, Small Grants and Minor Components. These waivers are separate and distinct from the waivers and accompanying waiver request process listed in (A) and (B) above.

A general description of the existing waivers can be found below:

- 1) The De Minimis Waiver sets a threshold of 5% of project costs up to a maximum of \$1,000,000. This waiver applies to infrastructure project purchases below a de minimis threshold. For example, if a recipient's award is \$1,000,000, up to \$50,000 in infrastructure costs would be exempt from the Buy American for Infrastructure requirements.
- 2) The Small Grants Waiver applies to awards with total federal funding below the Simplified Acquisition Threshold, which is currently set at \$250,000. Any grant with total funding below \$250,000 would be exempt from the Buy American for Infrastructure requirements.
- 3) The Minor Components Waiver allows for minor deviations for miscellaneous minor components within iron and steel products in a project when there is no domestic component available. This waiver allows recipients of USDA funds to use non-domestically produced miscellaneous minor component comprising no more than 5% of the total material cost of an otherwise domestically produced iron and steel product to be used. The recipient is expected to provide analysis that the awarding agency and staff office will need to verify and validate.

Prior to any entering any procurement transactions related to the grant award, grant recipients and sub-recipients must provide the awarding agency with advanced notification of their intent to utilize an existing USDA Buy American for Infrastructure Waiver. The grant recipient or sub-recipient must receive concurrence from their awarding agency prior to proceeding with utilizing the USDA Buy American for Infrastructure Waivers. Notifications must be sent to [sm.fn.fm-](mailto:sm.fn.fm-)

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

[grantpolicy@usda.gov](mailto:grantpolicy@usda.gov), and a final concurrence or denial will be provided within 15 days or receipt. The response provided is final and there is no further appeal process.

- 14. Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with [2 CFR 200.319](#).
- 15. 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 Part 180](#) and 2 CFR Part [417](#) by doing any one of the following:
  - a. Checking the System for Awards Management (SAM) to determine if the applicant or Recipient has been debarred or suspended. This information can be found at <https://www.sam.gov/>
  - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Recipient or sub-Recipient 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.
- 16. Civil Rights:** The Recipient will comply with the following USDA Regulations on Civil Rights:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Summer EBT agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Summer EBT agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

**RECORD RETENTION AND ACCESS**

- 17. 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 Recipient 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. Records pertaining to this grant shall be retained by the Recipient for a period of three years from the date of the submission of the annual financial status report, as required under [2 CFR 200.334](#).

**NONCOMPLIANCE AND TERMINATION**

- 18. Noncompliance:** As provided in [2 CFR 200.340](#), 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

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

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**

- 18. 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 Recipient 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.”

- 19. 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.](#)
- 20. 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: <https://www.fns.usda.gov/privacy-policy>.
- 21. 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

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRAVE GRANT**

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, the grantee should utilize the ASAP.gov System. If a check must be submitted, the check should be 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.**  
**Checks lacking the above information will be returned to the grantee.**

**Whenever possible, the grantee will return any unobligated funding to the Agency via the ASAP.gov account. The grantee will minimize any transactions utilizing physical checks.**

**The grantee will draw only those funds needed for to pay for expenditures. The draws for these expenditures will occur no more than 3 days in advance of need whenever possible.**

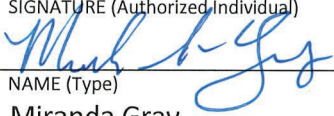
**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT ADMINISTRATIVE GRANT**

**POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS**

**22. Post-closeout adjustments:** If the Recipient needs to return funds at the end of the grant period, the Recipient shall log in to their ASAP account and conduct a book adjustment to return the funds electronically. ASAP is only accessible to those with an ASAP login, so the Recipient will need to contact the ASAP help desk directly at <https://fiscal.treasury.gov/asap/contact.html> if assistance is needed. The closeout of a Federal award does not affect:

- The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- The obligation of a Recipient to return funds as a result of later cost adjustments;
- Audit requirements;
- Property management and disposition requirements; and
- Record retention requirements.

**23. 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 repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards ([31 CFR 900 through 999](#)).

UNITED STATES DEPARTMENT OF AGRICULTURE- FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO. FNS-NERO-SEBT-VT		2. FEDERAL AWARD DATE May 22, 2024	
GRANT/COOPERATIVE AGREEMENT		3. IS THIS AN R&D AWARD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. UNIQUE ENTITY IDENTIFIER (UEI) YLQARK22FMQ1	
		4. CFDA NUMBER 10.646		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
7. FEDERAL AWARDDING AGENCY USDA Food and Nutrition Service		8. CFDA NAME Summer Electronic Benefit Transfer Program for Children			
9. RECIPIENT NAME  Chris Winters, Commissioner Department for Children and Families 280 State Drive, HC 1 North Waterbury, VT 05671-1080		10. ACCOUNTING AND APPROPRIATION DATA FN.CN.3018.01.0100 (ASAP 202424N180344)			
		11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$595,120		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$595,120	
		13. TOTAL AMOUNT OF THE FEDERAL AWARD \$595,120			
14. PLACE OF PERFORMANCE  Vermont		15.BUDGET APPROVED BY AWARDDING AGENCY \$1,190,240			
		16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$595,120		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) N/A	
18. MAIL REQUESTS FOR REIMBURSEMENT TO		19. SPONSOR (SPONSORING FNS PROGRAM)			
		20. START DATE 10/01/2023		21. END DATE 09/30/2024	
22. FEDERAL AWARD PROJECT DESCRIPTION  FY 2024 Summer Electronic Benefit Transfer (Summer EBT) Program Administrative Funding Grant					
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments), and 2 CFR Part 418 (New Restrictions on Lobbying).					
23. REMARKS					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual) 		DATE 5/24/24	SIGNATURE (Grant Official)		DATE
NAME (Type) Miranda Gray			NAME (TYPE)		
TITLE DCF Deputy Commissioner			TITLE		
TELEPHONE NUMBER 802-241-0819			TELEPHONE NUMBER		



Food and  
Nutrition  
Service

May 22, 2024

1320  
Braddock  
Place  
Alexandria  
, VA  
22314

Chris Winters, Commissioner  
Department for Children and Families  
280 State Drive, HC 1 North  
Waterbury, VT 05671-1080

Dear Commissioner Winters,

We are pleased to inform you that the USDA Food and Nutrition Service (FNS) has approved your request for Fiscal Year (FY) 2024 Summer Electronic Benefit Program (Summer EBT) Administrative Funds.

The FY 2024 Summer EBT Administrative Funding in the amount of \$595,120 made available to your agency based on the Final FY2024 approved Plan for Operations and Management (POM) which contained your Budget Narrative and 366A. The total amount of federal award noted on the FNS-529 includes both Federal and non-Federal funding, i.e., the Summer EBT Agency's required 50 percent match. The period of performance for this project is October 1, 2023, through September 30, 2024.

In addition, attached is a copy of the FNS Award Terms and Conditions for this award. These Terms and Conditions will remain in full force and effect throughout the award. Please note the following, as detailed in the Terms and Conditions:

- All expenditures paid for with funds provided under this award must be incurred within the period authorized above, and be in accordance with the tasks, project deliverables, and guidelines outlined in the Award Terms and Conditions and your approved FY 2024 Plan for Operations and Management (POM).
- Only actual costs for work completed may be charged to the award, not the estimates detailed on your FNS-366A.
- Subsequent to the approval of your FNS-366A, as additional information becomes available or your operational plans evolve, you may submit a revised FNS-366A. Once this revised submission is approved, additional funding may be made available subject to the availability of funds. Downward revisions to FNS-366A plans are welcome but not required.
- If you establish sub-awards to carry out any of the work on your project, it is important that subgrantees also abide by the Award Terms and Conditions. It is your responsibility to monitor the work and expenditures of your subgrantees.

Please have the appropriate authorizing official sign (in **BLUE** ink) a copy of the FNS-529 and return to FNS, no later than 5 days after the receipt of this letter. To expedite the funding process, you may return the signed document as a PDF attachment via email, provided the scanned document is in color. Please forward your signed document via email to [Sherriann.McClintock@usda.gov](mailto:Sherriann.McClintock@usda.gov).

Once we have received your signed FNS-529 award document, we will sign and return one copy of the fully executed award to you. Please note that your fully executed FNS-529 award, signed by both FNS and your organization, serves as the “official award document” and should be maintained in your files.

If you have any questions, please contact Sherry McClintock. We look forward working with you and your staff on this important federal award.

Sincerely,

*For*

Lizbeth Silbermann  
Regional Administrator  
USDA/Food and Nutrition Service/NERO  
10 Causeway Street  
Boston, MA 02222



Food and  
Nutrition  
Service

May 22, 2024

1320  
Braddock  
Place  
Alexandria  
, VA  
22314

Chris Winters, Commissioner  
Department for Children and Families  
280 State Drive, HC 1 North  
Waterbury, VT 05671-1080

Dear Commissioner Winters,

We are pleased to inform you that the USDA Food and Nutrition Service (FNS) has approved your request for Fiscal Year (FY) 2024 Summer Electronic Benefit Program (Summer EBT) Benefit Funds.

This award in the amount of \$5,400,000 is being made available to your agency based on the participation information included in your approved Final FY 2024 Plan for Operations and Management (POM). The period of performance for this project is October 1, 2023, through September 30, 2024

Should participation in Summer EBT be higher than planned, you may request additional benefit funding. Additional funding will require that the FNS-529 Grant/Cooperative Agreement award be modified. In addition, attached is a copy of the FNS Award Terms and Conditions for this award.

Please have the appropriate authorizing official sign (in **BLUE** ink) a copy of the FNS-529 and return to FNS, no later than 5 days after the receipt of this letter. To expedite the funding process, you may return the signed document as a PDF attachment via email, provided the scanned document is in color. Please forward your signed document via email to [Sherriann.mcclintock@usda.gov](mailto:Sherriann.mcclintock@usda.gov).

Once we have received your signed FNS-529 award document, we will sign and return one copy of the fully executed award to you. Please note that your fully executed FNS-529 award, signed by both FNS and your organization, serves as the "official award document" and should be maintained in your files.

If you have any questions, please contact Sherry McClintock. We look forward working with you and your staff on this important federal award.

Sincerely,

*For*

Lizbeth Silberman  
Regional Administrator  
USDA/Food and Nutrition Service/NERO  
10 Causeway Street  
Boston, MA 02222

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its approved Summer EBT Plan for Operations and Management (POM) or interim POM, as applicable, and will comply with the program statutes and program regulations applicable to the Summer EBT Program. The Recipient also will comply with any FNS instructions, policy memoranda, guidance, and other written directives interpreting the program statutes and program regulations applicable to Summer EBT.

Important information regarding the award, including the Agency contact and Assistance Listing Number, i.e., CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

**AUTHORITY**

The Consolidated Appropriations Act, 2023 (P.L 117-328) (the Act) authorized a permanent, nationwide Summer Electronic Benefit Transfer (Summer EBT) Program beginning in 2024. Funding for FY 2024 Summer EBT Administrative Grants is provided through the annual appropriations process, i.e., the FY2024 Continuing Appropriations and Other Extensions Act (P.L. 118-15) and subsequent FY2024 appropriations bills.

Under this authority, Summer EBT Agencies (including both State agencies and ITOs operating Summer EBT) will be provided a program benefit grant award to cover Summer EBT benefit issuance in an amount equal to 100 percent of issued eligible benefit funds as reflected in the final POM.

**TERMS OF THE AWARD**

**Funding:** The Agency will provide Summer EBT benefit funds to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. This award will be made in conjunction with the Recipient’s approved Summer EBT final POM for FY 2024. The estimated participation levels in the approved, final POM will serve as the basis for the benefit grant amount. Should participation levels exceed the levels estimated in the approved final POM, Recipients may request additional funding through their FNS Regional Office.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

The Recipient must use these funds only for actual Summer EBT benefits issuance amounts. Benefits must be issued consistent with the standards and requirements laid out in Summer EBT program regulations at 7 CFR 292, Subpart D—Issuance and Use of Program Benefits. Funds provided to the Recipient which are not utilized must be returned to FNS at the end of the grant performance period, as required by 7 CFR 292.20(g).

**Performance Period:** The period of performance for this project is October 1, 2023 through September 30, 2024, and is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21.

## **REPORTING**

Summer EBT benefits must be tracked separately from SNAP benefits, or other benefit types.

### **Financial/Program Reports:**

The Recipient is required to electronically report participation and issuance on a monthly basis via the **FNS-388, State Issuance and Participation Estimates Report**. The report must be posted in FPRS by the 19<sup>th</sup> of each month, unless the system specifies an alternate date to account for weekends or holidays.

Each month, the Recipient is also required to electronically report final Summer EBT benefit issuances within 90 days after each report month via the **FNS-46, Issuance Reconciliation Report**.

The Recipient is also required to electronically report benefit issuance financial activity on a quarterly basis via the **SF-425 Federal Financial Report**. Recipient should report the SF-425 for this grant under the Summer EBT Program. This report must be entered within 30 days after the close of each quarter. The final financial report must be entered into FPRS within 120 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

All reports must be submitted in the FNS, Food Programs Reporting System (FPRS).

Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>.

Recipient should report the FNS-388, the FNS-46, and the SF-425 for this grant under the

**FOOD & NUTRITION SERVICE**

**TERMS AND CONDITIONS FOR THE**

**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

Summer EBT Program. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

**Progress Reports:** A progress report is not required in connection with these grant awards. However, the Recipient must report immediately, in writing, any problems, delays, or adverse conditions that impair the Grantee's ability to meet the agreement objectives to their Regional Office contact identified herein, as soon as possible. The notification must include information on action taken or contemplated in response to the problem.

**REGULATORY AND STATUTORY REQUIREMENTS**

**Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to the regulations referenced at 7 CFR 292.3(b) and as outlined below:

**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 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"](#)
- [2 CFR Part 415: "General Program Administrative Regulations"](#)
- [2 CFR Part 416: "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"](#)
- [2 CFR Part 417: "Non-Procurement Debarment and Suspension"](#)
- [2 CFR Part 418 "New Restrictions on Lobbying"](#)
- [2 CFR Part 421: "Requirements for Drug-Free Workplace \(Financial Assistance\)"](#)
- [7 CFR Part 3: "Debt Management"](#)
- [7 CFR Part 16: "Equal Opportunity for Religious Organizations"](#)
- [41 U.S.C. Section 22 "Interest of Member of Congress"](#)
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the [Privacy Act of 1974, 5 U.S.C. 552a](#), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

- 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](#))

**Civil Rights:** The Recipient will comply with the following USDA Regulations on Civil Rights:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Summer EBT agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Summer EBT agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

**RECORD RETENTION AND ACCESS**

**Evaluation and Access to Records:** Consistent with 292.24 Audits and management control evaluations, 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 Recipient shall make all records pertaining to activities under the grant available for audit purposes. Records pertaining to this grant shall be retained by the Recipient for a period of three years from the date of the submission of the final financial reports for the fiscal year, as required under 7 CFR 292.23 and [2 CFR 200.334](#).

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

**NONCOMPLIANCE AND TERMINATION**

**Noncompliance:** As provided in [2 CFR 200.340](#) and in 7 CFR 292.3(d), 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 Recipient 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

**FOOD & NUTRITION SERVICE**  
**TERMS AND CONDITIONS FOR THE**  
**FISCAL YEAR 2024 SUMMER EBT BENEFIT GRANT**

mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

**POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS**

**Post-closeout adjustments:** If the Recipient needs to return funds at the end of the grant period, the Recipient shall log in to their ASAP account and conduct a book adjustment to return the funds electronically. ASAP is only accessible to those with an ASAP login, so the Recipient will need to contact the ASAP help desk directly at <https://fiscal.treasury.gov/asap/contact.html> if assistance is needed. The closeout of a Federal award does not affect:

- The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- The obligation of a Recipient to return funds as a result of later cost adjustments;
- Audit requirements;
- Property management and disposition requirements; and
- 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 repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards ([31 CFR 900 through 999](#)).

UNITED STATES DEPARTMENT OF AGRICULTURE- FOOD AND NUTRITION SERVICE  <b>GRANT/COOPERATIVE AGREEMENT</b>	1. GRANT/AGREEMENT NO. USDA-FNS- FY 24 Summer EBT Benefit Grants-NERO-VT		2. FEDERAL AWARD DATE 5/22/2024		
	3. IS THIS AN R&D AWARD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. UNIQUE ENTITY IDENTIFIER (UEI)  YLQARK22FMQ1	6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
	4. CFDA NUMBER 10.646				
7. FEDERAL AWARDDING AGENCY USDA Food and Nutrition Service	8. CFDA NAME Summer Electronic Benefit Transfer Program for Children				
9. RECIPIENT NAME  Chris Winters, Commissioner Department for Children and Families 280 State Drive, HC 1 North Waterbury, VT 05671-1080	10. ACCOUNTING AND APPROPRIATION DATA FN.CN.3010.01.5130 (ASAP 202424N103744 or FN.CN.3014.01.5130 (ASAP 202424N117544)				
	11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$5,400,000		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$5,400,000		
	13. TOTAL AMOUNT OF THE FEDERAL AWARD \$5,400,000				
14. PLACE OF PERFORMANCE  Vermont	15.BUDGET APPROVED BY AWARDDING AGENCY \$5,400,000				
	16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) N/A		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) N/A		
18. MAIL REQUESTS FOR REIMBURSEMENT TO	19. SPONSOR (SPONSORING FNS PROGRAM)				
	20. START DATE 10/01/2023		21. END DATE 09/30/2024		
22. FEDERAL AWARD PROJECT DESCRIPTION  FY 2024 Summer Electronic Benefit Transfer (Summer EBT) Program Benefit Funding Grant					
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments), and 2 CFR Part 418 (New Restrictions on Lobbying).					
23. REMARKS					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual) 		DATE 5/24/24	SIGNATURE (Grant Official)		DATE
NAME (Type) Miranda Gray			NAME (TYPE)		
TITLE DCF Deputy Commissioner			TITLE		
TELEPHONE NUMBER 802-241-0819			TELEPHONE NUMBER		