



U.S. Department
of Veterans Affairs

Grant Agreement

Recipient Information

1. Recipient Name and Address

AMVETS HAWAII SERVICE FOUNDATION CORP
92-1473 Punawainui St.
Kapolei, HI 96707-2830

2. Employer Identification Number (EIN)

83-0550908

3. Unique Entity ID Number (UEI)

LEJDJYEFDF93

Financial Award Summary

4. Amount of Federal Funds Obligated by this Action

\$452,600.00

5. Total Amount of Federal Funds Previously Obligated

\$0

6. Total Amount of Federal Award (4 + 5 = 6)

\$452,600.00

7. Indirect Cost Rate: Distributed amongst deliverables

8. Total Approved Cost Sharing

This program does not require cost sharing or matching funds

9. Budget Approved by the Federal Agency

\$452,600.00

Federal Agency

10. VA Contact Information

Vanietta Armstrong, Supervisory GMS
Department of Veterans Affairs (VA)
National Veterans Sports Programs and Special Events
Grants4Vets@va.gov

Federal Award Information

11. Federal Award Identification Number (FAIN)

SPORTS-25-025

12. Award Action

Non-Competitive

13. Award Date

09-30-2025

14. Period of Performance

From 09-30-2025 to 09-30-2026

15. Budget Period

From 09-30-2025 to 09-30-2026

16. Statutory Authority 38 U.S.C. § 521A

17. Project Title VA Adaptive Sports Grant Program (Adaptive Sports and Equine Grants)

18. Assistance Listing Number / Name 64.034

19. Is this a Research & Development Award? No

20. Method of Payment Project Grant

21. Federal Award Description

VA approves the budget and awards funding to the organization identified above to provide activities in accordance with the grant application and applicable requirements.

Federal Agency Approval

Rachel McArdle, PhD
Deputy Executive Director,
Rehabilitation and Prosthetic Services

Name, title, signature of VA awarding official

Grantee Acceptance

By signing, I certify that I am authorized to make legal commitments on behalf of this organization, have reviewed all pages, and agree to comply with all the terms and conditions of this agreement.

DONOVAN A. LAZARUS, PRESIDENT & CEO

Name, title, signature of authorized grantee official



In accepting a VA award (or agreement or grant agreement), the grantee (or recipient or you) assumes legal, financial, administrative, and programmatic responsibility for administering the award. All applicable appropriations, laws, statutes, rules, regulations (e.g., 38 C.F.R. part 77), 2 C.F.R. § 200.339 – 200.343, all applicable parts of 2 C.F.R. including parts 1, 25, 170, 175, 180, 182, 183, 184, 200, 801, and 802), Notice of Funding Opportunity (NOFO) requirements, Executive Orders governing assistance awards, statutory and national policy requirements (e.g., 2 C.F.R. § 200.300 and 41 U.S.C. § 4712), and these terms and conditions are hereby incorporated into this award by 38 C.F.R. § 77.16. While VA may provide grantees with reminders regarding award requirements, not receiving a reminder does not relieve grantees of the responsibility to meet all applicable requirements. The grantee agrees to provide what is outlined in this award, the application, and any modifications approved in writing by the National Veterans Sports Programs and Special Events Office (NVSP&SE).

By submitting an application with a signed SF-424 and by accepting this agreement, you, and your executives, as defined in 2 C.F.R. § 170.315, certify that your policies comply with all applicable requirements. Your signature on the SF-424, including electronic signature, constitutes a binding offer and constitutes agreement to these terms and conditions. Furthermore, by drawing or otherwise obtaining funds for the award from the payment system or other payment process, you accept these terms and conditions and agree to perform in accordance with the requirements. Grantees who do not obtain funds for the award within 180 calendar days, or as approved in writing by VA, are subject to the grant being withdrawn for failing to establish the project (38 C.F.R. § 77.15).

1. Terms related to non-Construction funding

- a) Grantees agree to comply with government-wide certifications by maintaining an active registration in the System for Award Management (SAM) and completing the Federal financial assistance representation and certification section.
 - i. Grantees must ensure that all people, subrecipients, and contractors involved in the project are eligible to participate in a Federal award and that a process is in place to regularly ensure no involved people or organizations are excluded per 2 C.F.R. § 200.206(d). Exclusions are posted at [SAM.gov](https://sam.gov).
 - ii. Grantees must ensure any subrecipients or contractors comply with SAM requirements. The details of grantee obligations are posted at [SAM.gov](https://sam.gov). Support is available at [FSD.gov](https://fsd.gov). SAM and UEI requirements are hereby incorporated by reference into this agreement. For details, see [2 C.F.R. part 25 Appendix A](#).
- b) The key personnel role for this award is: Adaptive Sports & Fitness Director
- c) Selected requirements from the NOFO published on June 3, 2025, are referenced here:
 - i. Construction is not authorized through this grant mechanism; however, funding may be used to purchase equipment that would allow for safe transfers in and out of sports



equipment/sports environments and improve accessibility to disabled Veterans and members of the Armed Forces.

- ii. The applicant's request for funding must be consistent with the limitations on, and uses of, grant funds set forth in 38 C.F.R. part 77
- d) **Equipment.** If grant funds will be used to procure or operate adaptive sports equipment to directly provide adaptive sports activities, the grant agreement must provide that:
 - i. Title to the adaptive sports equipment vests solely in the grantee, or, for leased equipment, in an identified lessor;
 - ii. The grantee will at a minimum, provide liability insurance for the adaptive sports equipment to the same extent they would insure adaptive sports equipment procured with their own funds; and
 - iii. Adaptive sports equipment will be safe to use and maintained in accordance with the manufacturer's recommendations.
- e) Grantees agree to use VA funds properly. In accordance with 2 C.F.R. §§ 200.339-343, VA may terminate this award or take other action if the grantee no longer effectuates the program goals or VA priorities, or if a grantee fails to comply with any one of the terms and conditions of the award whether stated in a Federal statute, regulation, the Financial Assistance General Certifications and Representation report submitted to SAM, or elsewhere.
- f) Grantees further agree to comply with all applicable Executive Orders.
- g) Consistent with 2 C.F.R. § 200.206, VA may monitor grantees for a satisfactory record of executing programs or activities under any VA or non-VA Federal grant, cooperative agreement, or procurement award. VA will monitor grantees for integrity and business ethics. VA may make or continue a grant if it is determined that any non-satisfactory information identified is not relevant to the current VA award under consideration or if there are specific conditions that can appropriately mitigate the effects of the recipient entity's risk in accordance with 2 C.F.R. § 200.208. VA may impose specific conditions of award (2 C.F.R. § 200.208) and/or remedies for noncompliance (2 C.F.R. § 200.339), including termination of the grant to a recipient who does not fully meet these standards consistent with 2 C.F.R. § 200.340(a)(3). In general, there is no single triggering event that mandates VA take a particular enforcement action. Usually, enforcement actions (singly or in combination) will escalate in severity based on the demonstrated unwillingness or inability of a grantee to take corrective action. However, there may be instances in which termination is the most appropriate first course of action and is necessary to protect the interests of the Government and the public.
- h) Grantees agree to comply with the organizational audit requirements of 2 C.F.R. § 200.500, Subpart F Audit Requirements and further, understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues from Subpart F (or any other audits or fiscal reviews of VA grant funds) are not satisfactorily and promptly addressed. When a grantee does not undergo an audit, grantees are required to



notify VA if total expenditures exceed \$300,000 in Federal awards, in accordance with 31 U.S.C. § 7504(a)(4).

- i) Grant funds may be used only to defray the costs of the purposes in the grantee's approved application and when allocated as directed in the NOFO and in 2 C.F.R. § 200.400, Subpart E, Cost Principles. Grantees shall not undertake any work or activities that are not described in the approved application, or that use staff, equipment, or other goods or services paid for with VA grant funds, without written prior approval from VA.
- j) Reporting of Matters Related to Recipient Integrity and Performance: If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the project period of this Federal award, then you as the recipient during that period of time must ensure the information available in the SAM records about civil, criminal, or administrative proceedings is current and complete. This is a statutory requirement under P.L. 110-417 § 872, as amended (41 U.S.C. § 2313). See Appendix XII of 2 C.F.R. part 200 for full details.
- k) Grantees must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information VA or the pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality. Grantees must not include PII in communications with VA unless it is necessary to do so and unless measures are taken to encrypt or to otherwise protect the communication. No PII regarding program participants may be submitted to VA through the program's electronic grants management system. For definitions and requirements, see 2 C.F.R. part 200 (e.g., §§ 200.1 Definitions, 200.303 Internal controls).
- l) Pursuant to 2 C.F.R. § 200.322, grantees certify to use VA grant funds for projects that meet domestic content procurement preferences specified in the Build America, Buy America Act (P.L. 117-58). Domestic content procurement preference means all iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Manufactured products must be 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 must be greater than 55 percent of the total cost of all components of the manufactured product. For construction materials, all manufacturing processes for the construction materials must occur in the United States. The VA Adaptive Sports Grant Program grants are not infrastructure projects. Therefore, generally, infrastructure costs are not allowed, including but not limited to costs for acquisition, renovation, construction, or other changes to buildings or real property. However, consistent with Federal-wide initiatives (e.g., Executive Order 14005, Office of Management and Budget (OMB) memos M-21-26 & M-24-02 and P.L. 117-58), if written prior approval is received from the VA Adaptive Sports Grant Program for infrastructure costs, then VA Adaptive Sports Grant Program grantees must



ensure domestic preference for those infrastructure activities if applicable to the grantee's project (consistent with P.L. 117-58 and 2 C.F.R. § 200.322). Information about Made in America policies is available at the [Made in America website](#).

- m) Federally appropriated funds must not be used to disseminate information that is deliberately false or misleading. Any false, fictitious, or fraudulent information, or the omission of any material fact, may subject grantees to criminal, civil, or administrative penalties, including termination, for fraud, false statements, false claims, or otherwise (18 U.S.C. § 1001 and 31 U.S.C. §§ 3729–3733 and 3801–3812).

2. Standard Requirements

- a) Standards for financial management require that a recipient's financial system control and account for Federal funds and cost sharing under the award and produce financial reports.
- i. States must expend and account for funds under the award in accordance with state laws and procedures that apply to the expenditure of and the accounting for the state's own funds.
 - ii. In addition, the state's and other recipient's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the award, must be sufficient to permit:
 - Preparation of required reports; and
 - Tracing funds to a level adequate to establish that funds are used according to the Federal statutes, regulations, and terms and conditions of the award.
 - iii. States must comply with the cash management standards in 31 C.F.R. part 205, which implement the Department of the Treasury's Cash Management Improvement Act of 1990 (31 U.S.C. § 6503, as amended by P.L. 101-453 § 5 and 2 C.F.R. § 200.305).
 - iv. VA must make prompt payments to recipients for allowable costs. The recipient must promptly refund any balances of unobligated cash that VA has paid and that is not authorized to be retained. Unreturned funds become delinquent debts according to 2 C.F.R. part 200 (e.g., §§ 200.305, 200.344-346).
- b) Grantee's financial management system must enable compliance with 2 C.F.R. part 200 (e.g., 2 C.F.R. §§ 200.300-346; 400-476; and 500-512).
- i. Financial Reporting. Recipients must provide accurate, current, and complete financial information about the Federally assisted activities. If subawards are executed under the award, recipients must have reasonable procedures for ensuring financial reports are submitted from each subrecipient in time to allow the recipient to prepare reports.
 - ii. Accounting Records. Recipients must maintain records that adequately identify the sources of funds for Federally assisted activities and the purposes of funds. The records must contain information about the award and any subaward, including authorizations,



obligations, unobligated balances, assets, liabilities, outlays, expenditures, and any program income. The accounting records must be supported by source documentation, such as cancelled checks, paid bills, payrolls, and time and attendance records.

- iii. Program Income: Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used to reduce the Federal costs rather than to increase the funds available to the project. See 2 C.F.R. § 200.307.
- iv. Internal Control: Recipients must maintain effective control over and accountability for all cash, real and personal property, and other assets under the award. Recipients must adequately safeguard all assets and ensure they are used only for authorized purposes.
- v. Budget Control: Recipients must compare actual expenditures or outlays with the approved budget.
- vi. Allowable Costs: Recipients must have established procedures for determining reasonableness, allocability, and allowability of costs in accordance with the applicable Federal cost principles, program regulations, program NOFO, and other Federal requirements, including 2 C.F.R. part 200 subpart E Cost Principles. As stated in the NOFO, indirect costs, as defined in § 200.412-415, are allowable if supported by a Federally Negotiated Indirect Cost Rate Agreement or if supported by a certification of de minimis indirect cost rate declaring a rate of up to 5% of modified total direct costs as described in 38 C.F.R. § 77.14(c)(1)(iii). Otherwise, all requested costs must be direct costs.

This grant program is authorized by 38 U.S.C. § 521A. VA implements the Adaptive Sports Grant Program by regulation in 38 C.F.R. part 77. Funds made available under this NOFO are subject to the requirements of the aforementioned regulation and other applicable laws and regulations.

- vii. Cash Management: Consistent with 2 C.F.R. § 200.305, recipients must have procedures for minimizing time elapsing between any payments of funds and disbursement of the funds for direct program costs and the proportionate share of any allowable indirect costs. Recipients must ensure the timing and amount of any payments to subrecipients under the award conform to this standard.
- viii. Requirement for Performance Data: In comparing actual expenditures or outlays with budget amounts, as required, recipients must relate financial information to performance data. For this purpose, VA will accept estimates based on available documentation.
- ix. Review of Financial Management System: VA may review the recipient's financial management system at any time to determine whether it complies with the requirements.

**3. Period of Availability of Funds**

- a) The project and budget periods for this award are indicated on page 1 of this grant agreement. The recipient may charge to the award only allowable costs resulting from obligations incurred during the budget period.
- b) VA does not allow pre-award costs unless otherwise stated in the NOFO. If pre-award costs are allowed by the NOFO and if they are requested in the application, then this grant agreement constitutes VA's written prior approval to allow pre-award costs. All requirements related to pre-award costs apply (e.g., 2 C.F.R. § 200.458).
- c) Costs that require written prior approval in accordance with 2 C.F.R. part 200 Subpart E, Cost Principles, including those incurred as pre-award costs, are not approved by this grant agreement. Such costs require specific written prior approval from VA (2 C.F.R. § 200.308(f)(4)).

4. Publications

Any publications or articles resulting from the award must acknowledge the support of the VA and will include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the United States Department of Veterans Affairs. The opinions, findings, and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of Veterans Affairs." The recipient must ensure that this disclaimer is included on all brochures, flyers, posters, billboards, or other graphic artwork produced under the terms of the award.

Grantees will not use VA's name or any of its components, except in factual publicity and with the written prior approval of VA, which approval shall not be unreasonably withheld. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of grantees. Where the publicity references VA, publicity will be accompanied by a disclaimer to the effect that no VA endorsement is intended. Any publicity (meaning any efforts to communicate broadly to a general population for any purpose) released by grantees concerning this agreement or the program shall be subject to written prior approval by VA. Grantees shall not publish any data regarding the program without written prior approval from VA, regardless of whether such data has been publicly disclosed by any other person, unless otherwise required by law, provided that notice of such disclosure will be made to VA if permitted by law.

5. Use of VA's logo, seals, flags, and other materials

Grantees may not use VA's logo, seals, flags, and other symbols without written prior approval from VA that the proposed use advances the aims, purposes, and mission of VA. VA approval is not guaranteed but will not be unreasonably withheld.

6. Protected Information

- a) Except for certain types of information that may be considered proprietary or private information that cannot be released, most grant-related information submitted to VA by applicants or grantees in the application, award phase, or post-award phase is considered



public information and is subject to possible release to individuals or organizations outside VA. The statutes and policies that require this information to be made public are intended to foster an open system of government and accountability for governmental programs and expenditures and to provide information about Federally funded activities (Privacy Act of 1974, 5 U.S.C. § 552(a) as amended).

- b) The VA Adaptive Sports Grant Program's normal established practice is to not release an applicant's or grantee's merit review information to anyone outside of VA.

7. Post-award Requirements for Closeout

- a) Adaptive Sports Program. - The Secretary may carry out a program under which the Secretary may make grants to eligible entities for planning, developing, managing, and implementing programs to provide adaptive sports opportunities for disabled veterans and disabled members of the Armed Forces.
- b) **Reporting:** The Recipient shall submit quarterly progress reports and an annual report as required by 38 C.F.R. § 77.16. Quarterly progress reports shall be submitted within 30 days after the end of each Federal fiscal quarter of the grant period, which are December 31, March 31, June 30 and September 30. The annual report shall be submitted not later than 60 days after the last day of the Federal fiscal year for which a grant is provided. The quarterly report and annual report will include a detailed record of the time involved in providing adaptive sports activities through direct personal interaction with participants and time expended in adaptive sports activities that do not involve direct personal interaction with participants; a detailed record of the individual adaptive sports activities conducted; a detailed record of the adaptive sports programs carried out at the national and local levels through partnerships with VA, Department of Defense, Veterans Service Organizations, and other adaptive sports entities; the number of veterans and the number of participants in the adapted sports activities funded by the grant including those who participated in any programs carried out through a partnership; the locations where adaptive sports activities were conducted; and a detailed accounting of how the grant funds were used including the administrative and personal expenses incurred by the grantee in carrying out the program and such expenses paid for using grant funds. The quarterly report will also include projected change requests if applicable. Failure to submit the annual report will result in ineligibility to receive a grant for the subsequent fiscal year. Any changes in a grantee's program activities which result in deviations from the grant agreement must be reported to VA.
- c) All reports as required by the terms and conditions of the award. Written prior approval from VA is needed for extensions. Requirements include:
 - i. Submission of timely reports is a continuing condition of eligibility. All reporting will be completed electronically. In these reports, grantees will be required to report data including, but not limited to, information on participants served; time spent providing adaptive sports activities; financial and acquisition data related to the grant; types of supportive services provided; and other information as requested by NVSP&SE.



- ii. Grantees must report on all activities funded by the Adaptive Sports Grant Program. Through all reporting, the grantee will be expected to demonstrate adherence to the grantee's proposed program concept, as described in the grantee's application.
- iii. Unless VA authorizes an extension, grantees must liquidate all obligations incurred during the award period no later than 60 calendar days after the project period end date.
- iv. Administrative closeout costs may be incurred up to 60 calendar days after the end date or prior to submitting the final report, whichever is first. Administrative closeout activities are limited to activities such as the preparation of final reports. No other costs are allowed for administrative closeout activities.
- v. VA will make any upward or downward adjustments to the Federal share of costs after closeout reports are received, not to exceed the amount of the award unless otherwise prohibited by statute or regulation.
- vi. The recipient must account for any property acquired with Federal funds or received from the Federal Government in accordance with applicable rules, regulations, and laws. If applicable, grantees will be required to submit the SF-429 Real Property Status Report to report on real property after the end of the grant.
- vii. In the event a final audit or fiscal review has not been performed before the closeout of the award, VA retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit or fiscal review.
- viii. The recipient agrees to submit financial status reports to VA using the SF-425 Federal Financial Report form. Semiannual SF-425 reports are due no later than 30 calendar days after the end of every six-month period and annual SF-425 reports are due no later than 60 calendar days after the end of each grant year. The final report shall be submitted no later than 120 calendar days following the end date. Failure to provide this report in accordance with 2 C.F.R. § 200.344 and with the terms and conditions of the award, will result in VA proceeding to closeout with the information available usually within one year of the project period end date and will result in VA reporting the grantee's material failure to comply with the terms and conditions of the award to the OMB-designated system (currently SAM).

8. Retention and Access Requirements for Records

- a) The recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for three years from the date of submission of the final expenditure report. For awards that are renewed quarterly or annually, these same records must be maintained from the date of submission of the quarterly or annual financial report as authorized by VA.
- b) The only exceptions are the following:



- i. If any litigation, claim, audit, or fiscal review is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or findings involving the records have been resolved and final action taken.
- ii. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- iii. When records are transferred to or maintained by VA, the three-year retention requirement is not applicable to the recipient.

9. Timely and Unrestricted Access and Protection from Retaliation

- a) VA, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients and subrecipients that are pertinent to the award to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a recipient's and subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period but must last as long as records are retained. (See also 2 C.F.R. § 200.337.)
- b) Employees of grantees are protected from discharge, demotion, or retaliatory discrimination for making disclosure, to any of the entities set forth in 41 U.S.C. § 4712 (a)(2), regarding certain types of wrongdoing involving Federal contracts or grants (41 U.S.C. § 4712 (a)(1)-(2); (2 C.F.R. § 200.217). The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections. (2 C.F.R. § 200.217). Among other entities, the VA Office of the Inspector General (OIG) is authorized to receive such disclosures. The OIG maintains a toll-free number (1-800-488-8244) for receiving disclosures, including those concerning gross mismanagement of a Federal contract or grant, fraud, waste of Federal funds, abuse of authority under grants and cooperative agreements, substantial and specific danger to public health and safety, or violations of any law, rule, or regulation related to a Federal contract or grant. Information also may be submitted by web form at the [OIG Hotline website](#) or by mail to VA Inspector General Hotline (53H), 810 Vermont Ave., NW, Washington, DC 20420. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

10. Federal Debt Status

The recipient may not be delinquent in repaying any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefits that were overpaid (See 2 C.F.R. §§ 200.344-346 and OMB Circular A-123 Appendix D). The recipient must notify VA immediately if they become delinquent during the project period. VA may release award funds after the recipient provides a repayment plan accepted by the Internal Revenue Service and after payments are made.



11. Nondiscrimination Policies

Federal laws prohibit discrimination in federal funding and implemented programs. These obligations extend to recipients of Federal financial assistance, including subrecipients. Grantees agree to these obligations, for example, when completing the Federal financial assistance representation and certification section in SAM. Grantees must stay informed and compliant with applicable laws. For example, the recipient must execute the project (e.g., productions, workshops, programs) in accordance with the following laws as applicable (2 C.F.R. § 200.300). Grantees who are unsure how a specific law applies to them should seek advice from their legal counsel.

- a) **The Americans with Disabilities Act of 1990**, as amended, prohibits discrimination based on disability in employment (Title I), state and local government services (Title II), places of public accommodation, and commercial facilities (Title III) (42 U.S.C. § 12101-12213).
- b) **Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 U.S.C. § 2000d, et seq.).
- c) **Title IX of the Education Amendments of 1972** provides that no person in the United States shall, on the basis of sex or blindness or visual impairment, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance (20 U.S.C. § 1681 and 1684, et seq.).
- d) **Section 504 of the Rehabilitation Act of 1973** as amended, provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (29 U.S.C. § 794).
- e) **The Age Discrimination Act of 1975** provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. § 6101, et seq.).

12. Debarment and Suspension

- a) You must comply with requirements regarding debarment and suspension in 2 C.F.R. parts 180 and 801. You also must include a similar term or condition, as appropriate, in any subawards or contracts under this grant.
- a) Pursuant to 2 C.F.R. § 180.335 before signing this grant agreement, and at any point during which you have an active grant or an application under review, you must notify the VA Adaptive Sports Grant Program immediately if you know (e.g., from a review of SAM) that anyone potentially participating in the grant-funded project:



- i. Is presently excluded or disqualified (2 C.F.R. §§ 180.935-940);
 - ii. Has been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
 - iii. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
 - iv. Has had one or more public transactions, such as a grant (Federal, state, or local), terminated within the preceding three years for material failure to comply, cause, or default.
- b) There are circumstances under which VA may receive information concerning your organization's fitness to carry out a project and administer Federal funds, for instance:
- i. Conviction of, or a civil judgment for, the fraud, embezzlement, theft, forgery, making false statements;
 - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; or
 - iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
- c) In these circumstances, VA may need to act quickly to protect the interest of the Government by suspending payments while undertaking an investigation of the specific facts. VA may coordinate suspension actions with other Federal agencies that have an interest in the findings. A suspension may result in debarment from receiving Federal funding for up to three years.

13. Lobbying

You may not conduct lobbying, as defined in the statutes and regulations listed here, within your Federally supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to 2 C.F.R. (e.g., § 200.450), and 38 C.F.R. part 77, available at the [eCFR website](#).

14. Site Visits

VA, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide technical assistance. If VA makes any site visit on the premises of the recipient, a subrecipient, or a contractor, the recipient shall provide, and shall require its subrecipients and contractors to provide, all reasonable facilities and assistance for the safety and convenience of the VA representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that will not unduly interfere with or delay the work.



15. Prompt Payment Act

Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay interest penalties will not be obligations of the United States.

16. Relevant Definitions

An applicant must qualify as a Non-Federal Government entity with significant experience in managing a large-scale adaptive sports program, as defined in 38 C.F.R. § 77.2, for persons with disabilities if those disabilities are the same as those of Veterans with disabilities, and members of the Armed Forces with disabilities. "Significant experience" and "large-scale" are addressed in 38 C.F.R. § 77.2.

17. Payments

- a) Per 2 C.F.R. § 200.305(b)(3) and 38 C.F.R. part 77, reimbursement payments for services rendered will be the method of payment. Grantees must disclose any other sources of income that may defray the cost of grant activities. Payments will be paid in accordance with 2 C.F.R. part 200 and 38 C.F.R. part 77.
- b) Grantees will submit requests for payment via one of two methods. The first is through the VA Vendor Inquiry System and the second is through the U.S. Department of Health and Human Services Payment Management System. VA will tell grantees which payment method to use and how to enroll.
- c) Grantees are required to submit properly prepared and fully documented payment requests within 30 calendar days of the end of each month. Grantees who are unsure if their submission is properly prepared and fully documented should submit early to allow time for review and resubmission before the deadline. With written prior approval from the Adaptive Sports Program Office, grantees may submit requests more frequently if needed.
- d) If applicable, unobligated balances must be returned or written prior approval must be received from the Adaptive Sports Program Office to carry forward an unobligated balance to a future funding period. At VA's discretion, unobligated balances or carryover amounts may be used to offset future funding amounts as appropriate (2 C.F.R. §§ 200.308(g)(3) and 200.403(h)).
- e) Consistent with 2 C.F.R. § 200.211(c)(1)(iv), subsequent budget periods, if applicable, are not guaranteed. Subsequent budget periods are subject to program priorities, the availability of funds, program authority, satisfactory performance, and compliance with these terms and conditions of the award.

18. Performance Metrics and/or Monitoring Requirements

- a) Grantees will be assessed based on their ability to meet critical performance measures and required minimum performance targets set for this award. VA may, at its discretion, update these measures or targets at any point prior to or during the project period. As applicable, each



grantee's performance will be measured against the commitment provided in the application regarding the performance measures identified in the NOFO.

- b) Grantees must meet program requirements defined by the regulations and the applicable NOFO. Performance goals, indicators, and targets are incorporated by reference in the NOFO. Performance goals also are detailed in the regulations, NOFO, the application, or guidance materials at the program office's website.
- c) Upon execution of a grant agreement with VA, grantees will comply with requests from NVSP&SE for provision of oversight and monitoring of adaptive sports activities as described in 38 C.F.R. § 77.16 and 38 C.F.R. § 77.18.
- d) Monitoring will consist of all grant recipients being subject to visits to monitor operations and compliance. Grant monitoring is based on a grantee's level of risk, which will be determined by a pre-award risk assessment. A grantee's level of risk and monitoring cadence is subject to change during the award period, pending grantee performance.

19. Electronic Signature

If the VA Adaptive Sports Grant Program identifies discrepancies or concerns with any electronic or scanned signature provided, VA reserves the right to request that the agreement be resubmitted with a true ink signature.