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TECHNICAL ASSISTANCE AND TRAINING

GRANT AGREEMENT

Name  
(Grantee)

between

UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITIES SERVICE  
(Grantor)

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**Technical Assistance and Training  
Grant Agreement**  
**United States Department of Agriculture**  
**Rural Utilities Service**

This Agreement is between Grantee Name, Grantee Address, and the United States of America acting through the Rural Utilities Service (Grantor or Agency). The Grantee shall provide technical assistance, training, and services for a project or activity under the Technical Assistance and Training Grant Program at an estimated cost of \$Total Project Cost. The Grantee shall finance \$Grantee's Contribution of these costs through cash and in-kind contributions. The Grantor agrees to award a grant in a sum not to exceed \$Total Grant Awarded to the Grantee. The grant period will be for 12 months, beginning October 1, 2016, and ending September 30, 2017. The Agreement shall be effective on the date of grant approval.

The Grantor shall make the grant to the Grantee under authority of Section 306(a)(14)(A) of the Consolidated Farm and Rural Development Act, 7 USC 1926(a), as amended, for the purpose of defraying technical assistance and training costs as permitted by applicable Agency regulations.

**1. General Terms**

(a) The Grantee has full responsibility for the conduct of the project or activity supported under this grant and for adherence to the grant conditions. The Grantee shall provide technical assistance, training, and services set out in the Scope of Work (Scope).

(b) System for Award Management Registration and Universal Identifier Requirements. You as the recipient must maintain the currency of your information in the System for Award Management (SAM) (formerly Central Contractor Registry (CCR)) until you submit the final financial report required under this award and all grants funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. The applicant must ensure that the information in the database is current, accurate, and complete. Recipients can register on-line at <https://www.sam.gov/portal/public/SAMI/>. You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current SAM registration. You as the recipient must report each first tier sub-awards of \$25,000 or more in non-Recovery Act funds to <http://www.fsrs.gov> no later than the end of the month following the month the obligation was made. As part of your registration profile at <https://www.sam.gov/portal/public/SAMI/> you must report the total compensation of the 5 most highly compensated executives (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act) by end of month following month in which award was made. This requirement also pertains to sub-recipients (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act).

(c) The Grantee is responsible for managing and monitoring each project, program, subaward, function, or activity supported by the grant.

(d) The purpose and Scope for which this grant is made shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

(e) Grant funds shall not be used to replace any financial support previously provided or assured from any other source. The Grantee agrees that the general level of expenditure by the Grantee for the benefit of the program area or the program covered by this Agreement shall be maintained and not reduced as a result of the Federal-share funds received under this grant.

(f) The following items are incorporated in the Grant Agreement:

(1) The grant approval letter,

(2) The Scope of Work for the project. (Attachment 1)

(3) The budget, which indicates the amounts, by categories of expense, on which the Grantor has based its support; (Attachment 2)

(g) This award is based on an application submitted to, and approved by, the RUS and is subject to the terms and conditions incorporated either directly or by reference in the following:

(1) Grant program legislation cited above.

(2) Grant program regulation in Title 7, Code of Federal Regulations, Part 1775 (7 CFR 1775).

(3) Grant Agreement.

(4) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and "Uniform and Administrative Requirements for Grants and Agreements for State and local governments", as applicable.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail.

(h) This Agreement is subject to current Grantor regulations and any future regulations not inconsistent with the express terms contained in this agreement.

(i) By accepting this grant, the Grantee agrees to:

(1) Comply with the applicable Federal requirements for grants, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, which are incorporated in this Agreement by reference, and specifically set forth in statutory provisions.

(2) Manage prudently all expenditures and actions affecting the grant. Documentation for each expenditure must reflect appropriate organizational reviews or approvals which should be made in advance of the action.

(j) The Grantor will assist Grantee, within available appropriations, with any assistance the Grantor deems appropriate in planning the project.

(k) The grantee's submission of fraudulent information or failure to comply with applicable requirements of the grant may cause the Grantor to take one or more enforcement

actions. The Grantor will undertake any such action in accordance with applicable statutes, regulations, and policies, and will generally afford the Grantee an opportunity to correct the deficiencies before taking enforcement action. The Grantor may exercise options available to it, including, but not limited to:

- (1) Collection of funds the Grantor has paid the Grantee, considered as debt. Debts may result from disallowances, recovery of funds, unobligated balances, or other circumstances. The Grantee will repay the principal amount of the debt with interest accruing on any delinquent amount, computed from the original notification date to the Grantee of the indebtedness. The interest rate will be at the market rate for Water and Waste Disposal Program loans in effect on that date.
- (2) Temporary withholding of payment or other actions specified at 2 CFR Part 215, as applicable,
- (3) Suspension or debarment under 2 CFR 200.212, and
- (4) Other available legal remedies, including civil action under 7 CFR Part 1, Subpart L.

## **2. Allowable Costs**

(a) Allowability of costs and cost allocation methods for work performed under this grant will be determined in accordance with the applicable Federal cost principles in effect on the effective date of this grant. The Federal cost principles, as applicable, are contained in:

- (1) 2 CFR 220, "Cost Principles for Educational Institutions," for both public and private institutions of higher education;
- (2) 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments;"
- (3) 2 CFR 230, Cost Principles for Non-Profit Organizations," for other non-profit organizations, except those organizations specifically exempted by the Circular.

(b) Compensation for employees engaged in work under this grant will be considered reasonable to the extent that such compensation:

- (1) Is consistent with that paid for similar work in the organization's other activities.
- (2) Is comparable to that paid for similar work in the labor markets in which the organization competes for the kind employees involved but not found in other activities of the organization.

## **3. Restricted Use of Funds**

(a) Grant funds may not be used to pay any expenses prohibited under RUS Instruction 1775, subpart A. Examples of restricted uses are costs of matching funds for other Federal grants; construction, personal gifts (e.g., t-shirts, buttons, and hats), entertainment, advertising and public relations for fund-raising or promoting the organization, litigation, lobbying, intervention in Federal regulatory or adjudicatory proceedings, suing the Federal Government or any government entities.

## **4. Travel**

(a) Travel costs incurred by employees and officers must be attributed directly to specific work under the grant or in the normal course of administration of the organization. Such costs will be subject to the travel policies of the Grantee's organization. If the Grantee organization does not have a written policy for travel costs, the Federal Travel Regulation (FTR) will apply in determining the rates and amounts charged to the grant. The FTR contains the rates and amounts for travel expenses, subsistence expenses, and mileage allowances. It is contained in 41 Code of Federal Regulations (CFR), Chapters 300 through 304.

## **5. Payments**

(a) The Grantee should use the reimbursement method for requesting and receiving payments under the grant. The Standard Form (SF) 270, "Request for Advance or Reimbursement," will be submitted to the Agency to request payments. The Grantee will receive payments under this grant through electronic fund transfers (EFT) by the Automated Clearing House Payment System. The Agency will make payments within 30 days after receipt of the billing, unless the billing is improper.

(b) Payment for proper charges will not be withheld during the project period unless:

- (1) The Grantee has failed to comply with project objectives, terms and conditions of the Agreement or Federal reporting requirements, or
- (2) The Grantee is delinquent on a debt to the United States as defined in OMB Circular A-129, "Managing Federal Credit Programs." The Grantee will be informed that payments shall not be made for obligations incurred after a specified date until the conditions are corrected or indebtedness to the Federal Government is liquidated.

(c) Interest earned on grant funds deposited in interest bearing accounts will be subject to the following conditions as applicable:

(1) State and local governments. The Grantee may retain interest amounts up to \$100 for administrative expenses. All other interest amounts must be remitted at least quarterly to the U.S. Department of Agriculture, Rural Utilities Service, Attention: Assistant Administrator, Water and Environmental Programs, Washington, DC 20250-1548. American Indian tribes are exempt from this requirement under the Indian Self-Determination Act (23 U.S.C. 450).

(2) Institutions of higher education and other nonprofit organizations. The Grantee may retain interest amounts up to \$250 for administrative expenses. All other interest amounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest should be remitted by electronic fund transfer (EFT).

## **6. Performance Report Requirements**

(a) The Grantee will inform the Agency of any significant developments as soon as they become known. Significant developments are any events which have a significant impact upon the activities supported under the grant:

(1) Problems, delays, or adverse conditions which will materially affect the ability to meet the objective of the grant. This disclosure must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments or events which enable meeting time schedules and goals sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(b) The Grantee will submit to the Agency a narrative project performance report and Standard Form 269A, Financial Status Report, within 30 days after each quarter ends.

| <u>Period</u>       | <u>Date Due</u> |
|---------------------|-----------------|
| 10/01/16 – 12/31/16 | 01/31/17        |
| 01/01/17 – 03/31/17 | 04/30/17        |
| 04/01/17 – 06/30/17 | 07/31/17        |
| 07/01/12 – 09/30/17 | 10/31/17        |

(c) The Grantee will submit a Final Project Report, which may serve as the last quarterly report. Final performance reports are due 90 calendar days after the expiration or termination of the grant.

Due Date  
12/31/17

- (d) The Agency may make site visits as needed.

## **7. Financial Management**

(a) The Grantee will establish and maintain financial management and recordkeeping systems in accordance with applicable Federal regulations. The financial management systems will include:

(1) Accurate, current, and complete disclosure of the financial results of each project or program. Financial reporting will be on an accrual basis.

(2) Records which identify adequately the source and application of funds for grant-supported activities.

(3) Comparison of outlays with budget amounts for the grant award. The inability to process information in accordance with Federal requirements could result in a requirement to return funds that have not been accounted for properly.

(4) Accounting records supported by source documentation.

(5) Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

(6) Adequate fidelity bond coverage to protect the Federal Government's interest, where applicable.

## **8. Retention and access of records**

(a) To retain financial records, supporting documents, and all other records pertinent to the grant for a period of three years from the date of submission of the final project and expenditure reports. The only exceptions are as follows:

(1) If any litigation, claim, or audit is started before the expiration of the three years, the records will be retained until all litigation, claims, or audit findings have been resolved.

(2) Records for equipment acquired with grant funds shall be retained for three years after final disposition.

(b) The Agency has the right of timely and unrestricted access to any books, documents, papers, or other records pertinent to the grant in order to make audit, examination, excerpts, and transcripts. The right of access will last as long as the records are retained.

## **9. Audits**

(a) The Grantee shall provide an audit report or financial management report in accordance with RUS Instruction 1775, Section.21, subject to the audit requirements under the Single Audit Act Amendments of 1996 and 2 CFR Part 215. "Audits of States, Local Governments, and Non-Profit Organizations."

## **10. Program Income**

(a) Program income earned during the project period will be retained by the Grantee and deducted from the total allowable costs to determine the net allowable costs on which the Federal share of costs is based. Program income which the Grantee did not anticipate at the time of the grant will be used to reduce the Agency and Grantee contributions rather than to increase the funds committed to the project.

(1) Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant.

(2) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards in 2 CFR Part 215.

(3) Grantee will have no obligation to the Federal Government regarding program income earned after the end of the project period or from license fees and royalties for copyrighted material produced under the grant.

## **11. Prior Approval Requirements**

(a) The grantee will report changes in budget and program plans and request prior approvals for budget and program plan revisions.

(b) The grantee will request written prior approval from the Agency approval official for one or more of the following program or budget related reasons:

(1) Change in the project or program's scope, objective, or proposed service to be delivered.

(2) Change of key project personnel overseeing the project or program.

(3) Absence of more than three months or a 25 percent reduction in time devoted to the project by the project director, manager, coordinator, or key personnel.

(4) Transfer of funds between direct and indirect budgeted costs.

(5) Transfer of funds among direct cost categories for grants exceeding \$100,000 and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Agency. Transfers for purposes other than those consistent with the approved Scope will not be authorized.

(6) Transfer of funds for training to other cost categories.

(7) Inclusion of costs requiring prior approval in accordance with 2 CFR 220, "Cost Principles for Educational Institutions;" 2 CFR 225, "Cost Principles for State and Local Governments and Indian Tribal Government;" and 2 CFR 230, "Cost Principles for Non-Profit Organizations," as applicable.

(8) The subaward, transfer, or contracting out of any work under the grant, which has not been approved in the initial budget. This provision does not apply to the purchase of supplies, material, equipment or general support services.

(9) Any change in the project period to accomplish the stated objectives of the project.

(c) Requests for prior approval may be submitted electronically to the Agency.

- (d) Grantee will request written prior approval from the Agency approval official before implementing any significant project changes or expending grant funds relating to the changes.
- (e) Grantee may incur pre-award costs within the 90 calendar days preceding the approval date of the grant with prior approval from the Agency. The grantee makes pre-award expenditures at its own risk. The Agency is under no obligation to reimburse such costs if, for any reason, the grantee does not receive a grant, the grant is less than anticipated, or the grant is inadequate to cover such pre-award costs.
- (f) Grantee will notify the Agency promptly in writing whenever grant funds are expected to exceed Grantee's needs for the project period by more than \$5,000 or five percent of the grant, whichever is greater.
- (g) Grantee may use the budget forms that were used in the application or a letter when requesting approval for budget revisions.
- (h) Grantee may submit requests electronically (facsimile or electronic mail) or in writing.

- (i) Grantee will normally be notified within 30 calendar days of receipt of the request for revision whether the request is approved. If the request is still under consideration at the end of the 30 days, the Agency will inform the Grantee in writing of the date the decision may be expected.

## **12. No Cost Extensions**

- (a) The Grantee may initiate a one-time extension of the expiration date of the grant up to 12 months if additional time beyond the established expiration date is required to assure completion of the Scope or objectives within the funds already made available. The Agency will not approve an extension if the following conditions apply:
  - (1) The extension requires additional Federal funds.
  - (2) The extension involves any change in the approved objectives or scope of the project.
- (b) For one-time extensions, the grantee may notify the Agency electronically by facsimile or electronic mail or in writing. The notification must provide supporting reasons for the extension and the revised extension date at least 10 days before the expiration date specified in the grant.
- (c) This one-time extension may not be exercised merely for the purpose of using unobligated balances.

## **13. Property Standards**

- (a) The Grantee is responsible for compliance with property standards identified in 2 CFR 215, as applicable. The Grantee will maintain a property management system which, at a minimum, meets the requirements of 2 CFR 215, as applicable. The Grantee also will establish written procedures for procurement of supplies and other expendable property, equipment and other services with grant funds in accordance with 2 CFR 215.

#### **14. Equipment**

- (a) Title to equipment purchased with grant funds will vest in the Grantee, subject to conditions set out in 2 CFR 215. Equipment means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.
- (b) Grantee may purchase furniture and office equipment only if specifically approved in the Scope. Approval will be given only when Grantee demonstrates that purchase is necessary to complete the program for which the grant is established. Commercial purchase under these circumstances will be approved only after consideration of Federal supply sources.
- (c) The recipient will use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Agency funds. The property may not be encumbered without the Agency's approval.
- (d) When the equipment is no longer needed for the original project, the equipment may be used for other activities sponsored by the Agency and if no such activities exist, then equipment may be used for activities sponsored by other Federal agencies. The use and disposition of equipment will be handled in accordance with 2 CFR 215, as applicable.
- (e) For Equipment with a current per unit fair market value less than \$5,000, the Grantee may retain the equipment for other uses, sell it, or dispose of it without compensation to the Agency. For items having an acquisition cost of \$5,000 or more, the standards identified in 2 CFR 215 will be used. [Disposition]
- (f) The Agency may reserve the right to transfer title to the Federal Government or a third party named by the Agency. In cases where the Agency elects to transfer the title, it will issue disposition instructions within 120 calendar days after receipt of a final inventory, listing all equipment acquired with grant funds and federally-owned equipment.

#### **15. Supplies and Expendable Property**

- (a) Title to supplies and other expendable property will vest in the Grantee upon acquisition. At the project completion or grant expiration, the Grantee may retain or sell an inventory of unused supplies:
  - (1) If the inventory is less than \$5,000, without further obligation to the Agency.
  - (2) If the inventory is \$5,000 or greater and is not needed for any other federally-sponsored project or program, the Grantee will compensate the Federal Government for its share.

#### **16. Intangible Property**

- (a) Title to intangible property acquired under the grant will vest in the Grantee upon acquisition.
- (b) Copyrights. The Grantee may copyright any work that is subject to copyright and is produced in the performance of work under this grant. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to:

- (1) Obtain, reproduce, publish, or otherwise use the work for Federal purposes and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) Grantee shall use intangible property for the originally authorized purpose and shall not encumber it without approval from the Agency. When no longer needed for the originally-authorized purpose, disposition will occur as outlined in 2 CFR 215.

## **17. Cost sharing**

- (a) The Grantee must maintain records of all project costs that are claimed by the Grantee as cost-sharing.
- (b) All contributions, including cash and third party in-kind, shall be accepted as part of the Grantee's cost sharing or matching when such contributions meet the following criteria:
  - (1) Are verifiable from the Grantee's records.
  - (2) Are not included as contributions for any other federally-assisted project or program.
  - (3) Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
  - (4) Are allowable under the applicable cost principles.
  - (5) Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
  - (6) Are provided for in the approved budget when required by the Agency.
  - (7) Conform to other provisions of 2 CFR 215, as applicable.
- (c) Third-party in-kind contributions mean property or services which benefit the project or program under this grant and which are contributed by non-Federal third parties without charge to the Grantee.
- (d) The Grantee must document the basis for determining the valuation for in-kind contributions from third parties. These records are subject to audit by the Agency. If the Agency determines that the valuation is deficient, the Grantee must secure replacement contributions as a condition for further disbursements of Agency grant funds.
- (e) If the grantee becomes aware that it may be unable to provide the contributions of at least the amount identified in the approved budget for the grant it should:
  - (1) Provide written notice to the Agency of the situation;
  - (2) Indicate steps it plans to take to secure replacement contributions, and
  - (3) Indicate the plans it has to either continue or phase out the project in the absence of contributions.

## **18. Suspension or Termination**

(a) The grant may be terminated in whole or in part in any of the following situations:

(1) By the Agency if Grantee materially fails to comply with the terms and conditions of this Agreement. The Agency shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Grants can be terminated for cause, such as: failure to use funds for authorized purposes, poor or no progress, untimely reports, and failure to properly account for expenditures or property.

(2) By the Agency and the Grantee by mutual agreement, in which case, the two parties will agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

(3) By the Grantee upon written notification to the grant approval official setting forth the reasons for such action, the effective date, and in the case of partial termination, the portion to be suspended or terminated. If the Agency determines that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the entire grant

(b) The Grantee will not incur new obligations after the effective date of a suspension or termination unless the Agency expressly authorizes the costs. The Agency will allow costs for the Federal share of obligations incurred, if the costs were properly incurred by the Grantee before the effective date of the suspension or termination and the Grantee could not reasonably avoid or eliminate them. Disposition of expendable and non-expendable property will be in accordance with the standards of Sections 14(d), (e) and (f) of this Agreement.

## **19. Appeal**

(a) The Grantee may appeal certain adverse post-award administrative decisions made by the Grantor. Any appeal shall be made under 7 CFR Part 11.

## **20. Publications**

(a) The Grantee shall place an acknowledgment of RUS support and a disclaimer:

(1) In any publication (including World Wide Web pages) of any material based on or developed under this project.

(2) During all news media interviews, including popular media such as radio, television, and news magazines.

(b) The acknowledgement shall be in the following terms: "This material is based upon work supported under a grant by the Rural Utilities Service, United States Department of Agriculture." The disclaimer shall be "Any opinions, findings, and conclusions or recommendations expressed in this material are solely the responsibility of the authors and do not necessarily represent the official views of the Rural Utilities Service."

(c) The Grantee shall place the following non-discrimination clause on the front cover of publications: "(Name of Grantee) is an equal opportunity provider and employer" in print no smaller than the text.

(d) The Grantee shall submit one copies of every publication of material written or published under this grant to the Grantor.

## **21. Civil Rights Requirements**

(a) The grant and any program assisted by the grant are subject to the provisions of:

- (1) Title VI of the Civil Rights Act of 1964,
- (2) Title IX of the Education Amendments of 1972,
- (3) Section 504 of the Rehabilitation Act of 1973, as amended,
- (4) the Age Discrimination Act of 1975, and
- (5) Form RD 400-1, "Equal Opportunity Agreement," and Form RD 400-4, "Assurance Agreement," which the Grantee has filed with the Agency.

## **22. Availability of Information**

(a) The Grantee shall release to the public all non-confidential information resulting from grant activities.

Grantee on \_\_\_\_\_, \_\_\_\_\_, has caused this agreement to be executed by its duly authorized \_\_\_\_\_ and attested and its corporate seal affixed by its duly authorized \_\_\_\_\_,

Attest:

Grantee  
Grantee name

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Grantor  
UNITED STATES OF AMERICA  
RURAL UTILITIES SERVICE

By \_\_\_\_\_

State Director  
USDA, Rural Development  
\_\_\_\_\_  
(Title)

Revised 06-17-16