

MULTI-FAMILY HOUSING TRANSFER AND PREPAYMENT ACQUISITION TECHNICAL ASSISTANCE GRANT AGREEMENT

This Agreement, which includes attachments A and B, dated _____, is between _____ (the Grantee) organized and operated under _____, and the United States of America, acting through the Rural Housing Service (RHS or Grantor) _____

I. AWARD INFORMATION

This grant is being made by RHS pursuant to Section 771 of the Consolidated Appropriations Act, 2017 (Pub. L. 115-31). Grantor has agreed to grant the Grantee a sum not to exceed \$250,000 subject to the terms and conditions established in this Agreement. Provided; however, that any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200,400,415,416,417,418,421, and 422. The most commonly-referenced provisions are identified below.

1. Financial and Program Management. You must follow the financial and performance management requirements in 2 CFR §§200.300-.309.
 - a. Financial Management. You must maintain a financial management system in compliance with 2 CFR §200.302.
 - b. Internal Controls. You must maintain internal controls in compliance with 2 CFR §200.303.
 - c. Payments. You must comply with the payment requirements described in 2 CFR §200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for

Construction Programs" (as applicable). Receipts, hourly wage rates, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment funds may be requested as needed but not more frequently than once every 30 calendar days. All requests must be sent to the RHS National Office as noted in the grant approval letter you have been provided.

- d. Revisions to the Statement of Work (SOW). You must complete all elements of the SOW in Attachment Bin accordance with that Attachment and must use project funds only for the purposes and activities specified in the SOW. You must further complete the outcomes shown for each SOW items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR §200.308.
 - e. Period of Performance. You may only incur costs chargeable to the award in accordance with 2 CFR §200.309.
 - f. Bonding. You must maintain your fidelity bond coverage in the minimum amount of \$250,000 for the Period of Performance of the award. (See 2 CFR §200.304.)
2. Performance and Financial Monitoring and Reporting. You must follow the requirements in 2 CFR Part 170, and 2 CFR §§200.327-.329, and submit reports as outlined below. Unless otherwise directed in an addendum to this Agreement, the reports are due as indicated below.
- a. Form SF-425, "Financial Status Report." Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after or at the completion of your project, whichever date is sooner. The final report will include a summary of the project's accomplishments, problems, and planned future activities of the Grantee. Your reporting periods are due quarterly, beginning 90 days following execution of this Agreement, and every 90 days thereafter until the final ending date and submission of the final report.

- b. Performance Reports. Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the completion of your project. Your reporting periods are due quarterly, beginning 90 days following execution of this Agreement, and every 90 days thereafter until the final ending date and submission of the final report.
3. Subrecipient Monitoring and Management. You must monitor and manage any subrecipients in accordance with 2 CFR §§200.330-.332.
 4. Record Retention and Access. You must retain records related to the work performed under this Agreement and allow access to them in accordance with 2 CFR §§200.333-.337.
 5. Closeout. You must comply with the closeout requirements in 2 CFR §200.343.
 6. Post-Closeout Adjustments and Continuing Responsibilities. You must continue to comply with the requirements in 2 CFR §200.344 even after the period of performance for this Agreement has ended.
 7. Cost Principles. You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 8. Audits. You must comply with the provisions in 2 CFR Part 200, Subpart F.
 9. Civil Rights Compliance. Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166 - Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 10. Universal Identifier and Central Contractor Registration. You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 11. Special Conditions. You must comply with any special conditions identified in

Attachment A and B.

B. RHS agrees that it will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

1. Payments. We will advance or reimburse funds up to \$40,000 upon request as set forth in this Agreement. Grant funds will be provided by Grantor as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the Grantee.
2. Monitoring and Enforcement. We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§200.338-.342.

C. Both parties, the Grantee and RHS agree to the terms of the "Request for Proposals: Multi-Family Housing Transfer and Prepayment Technical Assistance Grants" (83 FR 8418, February 27, 2018), the grant approval letter, and to the following:

1. Compliance. When there is reasonable evidence that the Grantee has failed to comply with the terms of this Agreement, the Grantor can; on reasonable notice, suspend the grant pending corrective action or terminate the grant. In such instances, RHS may reimburse the Grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the Grantee could not reasonably avoid. RHS will withhold further advances and Grantees are prohibited from further use of grant funds, pending corrective action.
2. Termination. At its sole discretion and at any time Grantor may give consent to defer, release, satisfy, or terminate any or all of the Grantee's grant obligations, with or without available consideration, upon such terms and conditions as the Grantor may determine to be (1) advisable to further the purpose of the grant or to protect the

Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

3. Invalid Clauses. The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
4. Conflict between this Agreement and other applicable regulations or laws. If there is a conflict between this Agreement and the applicable regulations, the applicable regulations shall prevail. If there is a conflict between this Agreement and another law or regulation, Grantor shall seek a legal opinion to determine which provision applies.
5. Dates. When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Name (please print)

Title (please print)

Signature

Date

Approved by the United States of America, Rural Housing Service by:

Name (please print)

Title (please print)

Date