

**United States Department of Agriculture  
Rural Housing Service**

**MULTI-FAMILY HOUSING NON-PROFIT TRANSFER (MFHNPT)  
TECHNICAL ASSISTANCE GRANT AGREEMENT**

THIS GRANT AGREEMENT (Agreement), effective the date the Agency official signs the document, is an agreement for receipt of grant funds under Assistance Listing Number (ALN) 10.494 (formerly Catalog of Federal Domestic Assistance (CFDA) Multi-Family Housing Non-Profit Transfer Technical Assistance (MFHNPTA) Grant, (in accordance with Section 502(c) (5)( C) (i) of the Housing Act of 1949, as amended, and 7 CFR 3560.659(h) and as appropriated by Section 749 of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141), Section 746 of the Consolidated Appropriations Act, 2019 (Pub. L. 116-6), and Section 764 of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94) to facilitate the acquisition of RHS multi-family housing properties in areas where the Secretary determines there is a risk of loss of affordable housing.

BETWEEN \_\_\_\_\_, (Grantee )  
and the United States of America acting through the Rural Housing Service, Department of  
Agriculture.

**WITNESSETH:**

The amount of the grant is \$ \_\_\_\_\_ (Grant Funds). The grant period is (date) to (date). Grantor agrees that it will make available to Grantee for the purpose of this Agreement an amount not to exceed the Grant Funds subject to the terms and conditions established in this Agreement. The purpose of the grant is to provide technical assistance to multi-family borrowers. Grant funds may be used solely for the expenses of carrying out the technical assistance described in this agreement, including financial analysis, transaction structuring analysis, completion of other transaction details such as capital needs assessments, appraisals, market surveys, written estimates for legal, financial, architectural, engineering fees, other consultation, advisory and non-construction services required as part of the application process. The Grantee and Agency will execute Form RD 1940-1, "Request for Obligation of Funds" before this Agreement is signed by the Agency official.

Grantee agrees to:

- A. 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.
- B. Provide technical assistance, including financial and legal assistance, to multi-family borrowers, eligible nonprofits and public housing authorities to complete the transfer of Section 515 properties in order to preserve affordable housing for rural residents in accordance with the Agency's regulations.
- C. Use Grant Funds only for the purposes and activities specified in the Scope of Work (SOW) approved by the Agency (see Attachment A), including the approved budget, in accordance with 2 CFR 200.308 and 2 CFR 200.407.  
Grant Funds will not be used:

- (1) To pay obligations incurred before the beginning date or after the ending date of this Agreement;
- (2) To pay for activities not directly related to transactions (such as outreach, conferences, provider personnel education/training, etc.);
- (3) For any entertainment purposes;
- (4) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the Grantee's office space, or for the repair or maintenance of privately owned vehicles;
- (5) To pay for building materials, labor and trades, and/or any costs or expenditures otherwise typically included as hard costs for actual construction, repairs, prepayment, interest, or principal payments;
- (6) For activities or transactions in which the Grantee has any direct or indirect ownership interest (regardless of whether it is an interest as a current or prospective owner);
- (7) For any other prohibited purpose, as provided in the applicable cost principles.

D. Disclose in writing any potential Conflict of Interest to the Agency including situations that would create a conflict of interest, potential for conflict of interest, or any appearance of a conflict of interest.

- (1) No Grantee or its officers, directors, board members, agents, employees, or partners can participate in conducting or administering the MFHNPT TA grant award if a real or apparent conflict of interest exists.
- (2) Unless approved by the Agency, neither the Grantee nor any officer, director, board member or partner of the Grantee may accept or share any compensation or remuneration, directly or indirectly, in any form whatsoever, from or with any other party interested in the activities performed under the Agreement.
- (3) Unless approved by the Agency, neither the Grantee nor any officer, director, board member, partner or any person employed by the Grantee may accept compensation or remuneration that would create an interest that is contrary to the intentions of the Agreement.
- (4) Unless approved by the Agency, neither the Grantee nor any officer, director, board member or partner of the Grantee may be involved as an officer, director, board member or general partner in a business venture with an officer, director, board member or general partner of any other party interested in the activities performed under the Agreement.

E. Provide periodic reports as required by the Agency, in accordance with 2 CFR 200.301 and 200.329. Specifically,:

- (1) SF-425 "Federal Financial Report," and Performance Progress Report (Attachment B) will be required on a quarterly basis. Reports are due no later than 30 calendar days after the close of each reporting period. A final report may serve as the last quarterly report. Grantee shall

monitor performance to ensure that time schedules are met and projected goals by time periods are accomplished. The Agency may make site visits as warranted by program needs.

- (2) Any default or noncompliance will be subject to provisions in 2 CFR 200.339-Remedies for Noncompliance and 200.340-Termination;

F. Meet Agency financial recordkeeping and reporting requirements.

- (1) The Grantee will maintain financial management systems in accordance with 2 CFR 200.302.
- (2) In accordance with 2 CFR 200.334, financial records, supporting documents, statistical records, and all other Grantee records pertinent to the grant generally must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Agency. Limited exceptions are provided in 2 CFR 200.334;

G. Comply with audit requirements in 2 CFR 200, Subpart F. Pursuant to 2 CFR 200.501-511. A Grantee that expends \$750,000 or more during the Grantee's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.514. If Grantee expends less than \$750,000 in Federal awards during its fiscal year, records must be available for review or audit by the Agency and Government Accountability Office (GAO);

H. Register in the System for Award Management (SAM), maintain an active SAM registration, and provide its Unique Entity Identifier (UEI) in order to apply for, receive, and report on a Federal award;

I. Comply with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 CFR 200.113 and 200.111-112.

Both Parties Agree:

- A. The Agency will make payments under this Agreement in accordance with 2 CFR 200.305. Advance payments are made when the Grantee maintains or demonstrates the willingness to maintain both written procedures to minimize the delay of transfer of funds and financial management systems for fund control and accountability. When these requirements cannot be met or the

Grantee does not request advance payments, reimbursement method of payment will be used. The Grantee shall request reimbursement or advance of Grant Funds, as applicable, by using Form SF- 270, "Request for Advance or Reimbursement" and Standard Form-425 "Federal Financial Report." These reports shall be used by the Agency to monitor cash advances and reimbursements made to the Grantee. Receipts, hourly wage rates, personnel payroll records, and/or other documentation must be provided upon request from the Agency if the request is for an advance; otherwise, the documentation must be provided at the time of the request for reimbursement. Requests for payment of funds may be made as needed, but not more frequently than once every 30 calendar days;

- B. Any Grant Funds disbursed and not needed for grant purposes will be returned immediately to the Agency;
- C. Grantee shall carry out the MFHNPT TA grant activities and processes as described in the approved Scope of Work (SOW) which is attached to, and made a part of, this Agreement (See attachment A). If the SOW is inconsistent with this Agreement, the latter will govern.
- D. Grantee may revise its Scope of Work (SOW), grant activities, program processes/plans, and/or budget only with prior written approval by the Agency in accordance with 2 CFR 200.308;
- E. Grantee may only incur costs chargeable to the award during the period of performance specified in this agreement, unless otherwise authorized in accordance with 2 CFR 200.309;
- F. Grantee shall provide satisfactory evidence to the Agency that all officers of the Grantee's organization authorized to receive and/or disburse Federal funds maintain fidelity bond coverage in an amount not to exceed the grant amount for the Period of Performance of the award in accordance with 2 CFR 200.304;
- G. Grantee must monitor and manage any subrecipients in accordance with 2 CFR 200.331-333.
- H. Expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the Grantee for similar purposes.
- I. The Agency will provide notice of any termination and appeal rights in accordance with 2 CFR 200.340 and 200.341. Additionally, the provisions of 2 CFR 200.339 apply;
- J. In accordance with 2 CFR 200.300, statutory and national policy requirements, Grantees will comply with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 and Executive Order 12250. Each Grantee must sign Form RD 400-4, "Assurance Agreement."

- K. The provisions of 2 CFR parts 200 and 400 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 7 CFR 3560 Subpart L, the grant approval letter, and the “Multi-Family Housing Non-Profit Transfer Technical Assistance Grants” NOFA published in the [Federal Register](#) are incorporated herein and made a part hereof by reference; and
- L. The Agency must manage and administer the grant in a manner consistent with 2 CFR 200.300. The Agency will ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. Statutory and public policy requirements, including but not limited to those protecting public welfare, the environment, and prohibiting discrimination.
- M. The Agency may terminate this grant, in whole or in part, at any time before the date of completion, whenever the Agency determines that the Grantee has failed to comply with the terms of this Agreement (See 2 CFR 200.340). Reasons the Agency may terminate this grant for cause may include, but are not limited to:
- (1) Failure to make reasonable and satisfactory progress in attaining grant objectives.
  - (2) Failure of Grantee to use grant funds only for authorized purposes.
  - (3) Failure of Grantee to submit adequate and timely reports of its operation.
  - (4) Violation of any of the provisions of any laws administered by the Agency or any regulation issued thereunder.
  - (5) Failure to maintain an accounting system acceptable to the Agency.
- N. The Agency or the Grantee may terminate the grant for convenience, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and in case of partial termination, the portion to be terminated.
- O. The Agency may, at its discretion, grant a Grantee’s extension request for a one-time extension of the grant period of performance (by up to 12 months).
- (1) The Grantee must notify the Agency in writing with the supporting reasons/justification for the extension request and revised period of performance at least 10 calendar days before the Agreement expires.
  - (2) The Grantee must submit a narrative justification with the program extension request. The justification must provide complete details, including the circumstances that require the proposed extension, and an explanation of the impact of denying the request. The one-time extension

may not be exercised merely for the purpose of using unobligated balances.

(3) Grantee must have current and acceptable Performance Progress Reports on file with the Agency. The Agency will evaluate the Grantee's cumulative performance to assess whether satisfactory progress is being made toward meeting the established grant objectives/goals, including meeting the established reporting requirements and having utilized at least 50% of funding at the time of the extension request.

(4) The Agency will only consider extension requests if the Grantee meets the applicable extension criteria at the time of the submission of the extension request or, at the Agency's discretion, if there are extenuating circumstances preventing the Grantee's ability to utilize grant funds during the agreed upon period of performance.

- P. Subject to RHS Regulations, this Agreement and all parts of the Grant Agreement are intended by the parties to be a complete and final expression of their agreement. However, RHS reserves the right to waive its rights to compliance with any provision of this Agreement and any other part of the Grant Agreement. No amendment, modification, or waiver of any provision hereof or thereof, and no consent to any departure of the Awardee herefrom or therefrom, shall be effective unless approved in writing by RHS in the form of either a RHS Regulation or other writing signed by or on behalf of RHS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- Q. Federal Award close out procedures will be conducted in accordance with 2 CFR 200.344-200.346.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed by:

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
(Grantee)

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

Date \_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

By \_\_\_\_\_  
(Grantor) (Name)

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

(Address) \_\_\_\_\_

Date (Federal Award Date) \_\_\_\_\_

Attachment A

[Application proposal and Scope of Work submitted by Grantee]

Attachment B

[Performance Progress Report Template]

**United States Department of Agriculture  
Rural Housing Service  
Multi-Family Housing Non-Profit Transfer TA Grant  
ATTACHMENT A**

**[Application proposal/SOW submitted by Grantee]**