



United States Department of Agriculture

**CY 2022 DISASTER CIRCUIT RIDER TECHNICAL ASSISTANCE
GRANT AGREEMENT**

between

(Grantee)

and

UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITIES SERVICE

(Grantor)

Table of Contents

Overview	3
Section 1: Agency and Grantee Agreements	3
Section 2: Grant Agreement Items	5
Section 3: Grantee Agreements:	5
Section 4: Allowable Costs	6
Section 5: Fund Use Restrictions	6
Section 6: Travel Costs	7
Section 7: Funds Disbursement	7
Section 8: Performance Report Requirements	8
Section 9: Financial Management	10
Section 10: Record Access and Retention	11
Section 11: Audits	11
Section 12: Program Income	12
Section 13: Prior Approval Requirements	12
Section 14: Period of Performance Extensions	14
Section 15: Grant Suspension or Termination	15
Section 16: Appeals	16
Section 17: Publications	16
Section 18: Civil Rights Requirements	17
Section 19: Grant Closeout	18
Section 20: Information Access Requirements	19
Section 21: Signatures	20

Overview

This Agreement is between **Grantee Name and Headquarters City, State**, and the United States of America acting through USDA Rural Development's Rural Utilities Service (Grantor or Agency). The Grantee shall provide technical assistance, training, and services for a project or activity under the **Calendar Year 2022 Disaster Circuit Rider Technical Assistance (CRTA) Grants Program** at an estimated total cost of **\$00**. The Grantee shall finance **\$0** of these costs through cash contributions. The Grantor agrees to award a grant in a sum not to exceed **\$00** to the Grantee. The grant period will be 24 months, beginning **Date**, and ending **Date**. This Agreement shall be effective on the date of grant approval.

The Grantor shall make the grant to the Grantee under authority of Division N of P.L. 117-328, Consolidated Appropriations Act, 2023, for the purpose of providing technical assistance to eligible water, wastewater, solid waste, and storm water systems damaged by a Presidentially-declared disaster occurring during calendar year 2022.

Section 1: Agency and Grantee Agreements

1. General Terms

- 1.1. 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 the service set out as approved by the Grantor in the Scope of Work (Scope).
- 1.2. System for Award Management Registration and Unique Entity Identifier Requirements: You as the recipient must maintain the accuracy of your information in the System for Award Management (SAM) until you submit the final financial report required under this award, and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires

you to review and update the information at least annually after initial registration, and more frequently if there are changes in your information or another award term is granted. The recipient must ensure information in the database is current, accurate, and complete. Recipients can register at <https://www.sam.gov/portal/public/SAM/>.

You as the recipient may not make a sub-award to an entity unless the entity has provided its Unique Entity Identifier (UEI) 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-award 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 SAM registration profile, you must report the total compensation of the 5 most highly-compensated executives (if the award was \$25,000 or more, 80 percent or more of annual gross revenues subject to the Transparency Act, and \$25 million of annual gross revenues subject to the Transparency Act) by the end of the month following the month in which award was made. This requirement also pertains to sub-recipients (if the award was \$25,000 or more, 80 percent or more of annual gross revenues subject to the Transparency Act, and \$25 million of annual gross revenues subject to the Transparency Act).

- 1.3. The Grantee is responsible for managing and monitoring each project, program, function, or activity supported by the grant.
- 1.4. 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.
- 1.5. Grant funds shall not be used to replace any financial support previously provided or assured from any other source for the project.

The Grantee agrees that the general level of expenditure by the Grantee for the project covered by this Agreement shall be maintained and not reduced because of the federal-share of funds received under this grant.

Section 2: Grant Agreement Items

2. The following items are incorporated into the Grant Agreement:
 - 2.1. The grant approval letter
 - 2.2. The Scope of Work and budget for the project, which indicate the amounts by line item upon which the Agency has based its approval (See Attachment 1)
 - 2.3. This award is based on an application submitted to and approved by RUS, and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - 2.3.1. Grant program legislation cited above.
 - 2.3.2. This Agreement.
 - 2.3.3. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the legislation shall prevail.
 - 2.4. This Agreement is subject to current Grantor regulations and any future regulations not consistent with the express terms contained in this agreement.

Section 3: Grantee Agreements:

3. By accepting this grant, the Grantee agrees:
 - 3.1. To comply with applicable federal requirements for grants, all applicable laws, regulations, Executive Orders, and other generally-applicable requirements

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incorporated in this Agreement by reference, and specifically as set forth in statutory provisions.

- 3.2. To 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.
- 3.3. If the Grantee fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of this Grant Agreement, the Grantor may take any action available to it under 2 CFR 200, §200.208 and 200.339, including, but not limited to:
 - 3.3.1. Temporarily withholding reimbursements pending correction of the deficiency by the Grantee
 - 3.3.2. Disallowing all or part of the cost of the activity not in compliance
 - 3.3.3. Wholly or partly suspending or terminating the grant
 - 3.3.4. Initiating suspension or debarment proceedings under 2 CFR Part 180

Section 4: Allowable Costs

4. Allowable Costs

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 2 CFR Part 200.

Section 5: Fund Use Restrictions

5. Restricted Use of Funds

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Grant funds may not be used to pay any expenses prohibited under RUS Instruction 1783 or 2 CFR Part 200. Examples of restricted uses include using matching funds for other federal grants (unless authorized under statute to be used in such manner); construction, personal gifts (such as t-shirts, buttons, or hats), entertainment, advertising and public relations for fundraising or promoting the organization, litigation, lobbying, intervention in federal regulatory or adjudicatory proceedings, suing the U.S. Federal Government, or any other government entities.

Section 6: Travel Costs

6. Travel

Travel costs incurred by employees and officers must be approved as part of the proposed project and 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.

Section 7: Funds Disbursement

7. Funds Disbursement

7.1. The Grantee will use the reimbursement method to request and receive payments under the grant. The Standard Form (SF) 270, "Request for Advance or Reimbursement," will be submitted to the Agency to request payments not more frequently than monthly. The Grantee will receive payments under this grant through electronic fund transfers (EFT) by the

Automated Clearing House Payment System. The Agency ordinarily will make payments within 30 days after receipt of billing, unless the billing is improper.

7.2. Payment for proper charges will not be withheld unless:

7.2.1. The Grantee has failed to comply with project objectives, terms and conditions of the Agreement or Federal reporting requirements, or

7.2.2. The Grantee is delinquent on a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." The Grantee will be informed that payments will not be made for obligations incurred after a specified date until the conditions are corrected or indebtedness to the U.S. Federal Government is liquidated.

7.3. Interest earned on grant funds deposited in interest-bearing accounts will be subject to the conditions in accordance with 2 CFR Part 200, as applicable.

Section 8: Performance Report Requirements

8. Performance Report Requirements

Grantee shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The Grantee will provide periodic reports as required by the Agency, in accordance with 2 CFR Part 200, §200.328. Submit each report to your assigned Grant Servicing Manager, who is named in your approval letter. Specifically:

8.1 SF-425, "Federal Financial Report," and SF-PPR, "Performance Progress Report," will be submitted on a quarterly basis (due 30 calendar days after each calendar quarter). Quarterly end dates are **April 30, July 31, October 31, and January 31**. Due dates are as follows:

Period:

Due Date:

February 1 – April 30, 2024	May 30, 2024
May 1 – July 31, 2024	August 30, 2024
August 1 – October 31, 2024	November 30, 2024
November 1, 2024 – January 31, 2025	February 28, 2025
February 1 – April 30, 2025	May 30, 2025
May 1 – July 31, 2025	August 30, 2025
August 1 – October 31, 2025	November 30, 2025
November 1, 2024 – January 31, 2026	February 28, 2026
Final Project Report	April 30, 2026

8.2 The Grantee also will submit to the Agency a Quarterly Narrative Project Performance Report due within 30 days after the end of each quarter. The performance reports should detail, in a narrative format, activities that have transpired for the specific time period and shall include, but not be limited to, the following:

8.2.1 A description of the activities for which the funds reflected in the financial statement were used.

8.1.1 A comparison of actual accomplishments against your objectives for that period.

8.1.2 Reasons established objectives were not met, if applicable.

8.1.3 Significant developments – any events which have a significant impact upon the activities supported under the grant.

8.1.4 Problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation.

- 8.1.5 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.
- 8.1.6 Activities planned for the next reporting period. NOTE: The Agency may make site visits as needed.
- 8.2 The Grantee will submit a Final Project Performance 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, and in addition to the details listed above, should also address the following:
 - 8.2.1 Analysis of challenges or setbacks that occurred during the entire grant period.
 - 8.2.2 Advice you would offer to other organizations planning a similar program. Include the strengths and limitations of the program and explain what you would do differently, if given the opportunity.

Section 9: Financial Management

9 Financial Management

The Grantee will establish and maintain financial management and recordkeeping systems in accordance with applicable federal regulations. The financial management systems will include:

- 9.1 Accurate, current, and complete disclosure of the financial results of each project or program. Financial reporting will be on an accrual basis.
- 9.1 Records which adequately identify the source and application of funds for grant-supported activities
- 9.2 Comparison of outlays with budget amounts for the grant award. The inability to process information in accordance with federal requirements could result in a return of funds not accounted for properly.

- 9.3 Accounting records supported by source documentation.
- 9.4 Effective control over – and accountability for – all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure they are used solely for authorized purposes.
- 9.5 Adequate fidelity bond coverage to protect the U.S. Federal Government's interest, where applicable.

Section 10: Record Access and Retention

10 Retention and Access of Records

Grantee agrees 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. 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.

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.

Section 11: Audits

11 Audits

The Grantee shall provide an audit report or financial management report or financial management report in accordance with the audit requirements under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Specifically:

- 11.1 Grantees expending \$750,000 or more federal funds per fiscal year will submit an audit conducted in accordance with Subpart F of 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. The audit will be submitted within 9 months of the end of the Grantee's fiscal year. Additional audits may be required if the project period covers more than one fiscal year.
- 11.2 Grantees expending less than \$750,000 will provide an annual financial statement covering the grant period, consisting of the organization's statement of income and expenses, and a balance sheet signed by an appropriate official of the organization. This financial statement will be submitted within 90 days after the Grantee's fiscal year.

Section 12: Program Income

12 Program Income

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 Agency and Grantee contributions, rather than to increase the funds committed to the project.

- 12.1 Costs incidental 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.
- 12.2 Grantee will have no obligation to the U.S. 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.

Section 13: Prior Approval Requirements

13 Prior Approval Requirements

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- 13.1 The Grantee will report changes in budget and program plans, and request prior approval for budget and program plan revisions.
- 13.2 The Grantee will request prior written approval from the Agency approval official for one or more of the following program or budget-related reasons:
 - 13.2.1 A change in the programs scope, objective, or proposed service to be delivered.
 - 13.2.2 A change in key project personnel overseeing the project or program.
 - 13.2.3 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.
 - 13.2.4 Transfer of funds between direct and indirect budgeted costs.
 - 13.2.5 Transfer of funds among direct cost categories for grants exceeding \$100,000 when the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Agency. NOTE: Transfers for purposes other than those consistent with the approved Scope will not be authorized.
 - 13.2.6 Inclusion of costs requiring prior approval in accordance with 2 CFR Part 200, as applicable.
 - 13.2.7 The contracting of any work under the grant not approved in the initial budget.
 - 13.2.8 Any change in the project period to accomplish the stated project objectives.
- 13.3 Requests for prior approval may be submitted electronically to the Agency.

- 13.4 Grantee will request written prior approval from the Agency approval official before implementing any significant project changes or expanding grant funds relating to the changes.
- 13.5 With prior Agency approval, Grantee may incur pre-award costs within the 90 calendar days preceding the approval date of the grant. 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 amount is less than anticipated, or the grant is inadequate to cover such pre-award costs.
- 13.6 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.
- 13.7 Grantee may use the budget forms used in the application, or write a letter when requesting approval for budget revisions.
- 13.8 Grantee may submit requests electronically (by facsimile or email).
- 13.9 Grantee normally will be notified of approval or disapproval of its request for revision within 30 calendar days of receipt. If the request is still under consideration at the end of 30 days, the Agency will inform the Grantee in writing of the date a decision can be expected.

Section 14: Period of Performance Extensions

14 No-Cost Extensions

The Grantee may initiate a one-time, 12-month extension of the grant expiration date if additional time beyond the established expiration date is required to assure completion of the Scope or objectives using funds already made available.

- 14.1 The Agency will not approve an extension if the following conditions apply:
 - 14.1.1 The extension requires additional federal funds

- 14.1.2 The extension involves any change in the approved objectives or project scope.
- 14.2 Extensions must be requested in writing. The request must provide supporting reasons for the extension, and the request must be submitted at least 10 days before the expiration date specified in the grant.
- 14.3 This one-time extension may not be exercised merely for the purpose of using unobligated balances.

Section 15: Grant Suspension or Termination

15 Suspension or Termination

- 15.1 The grant may be terminated in whole or in part under any of the following circumstances:
 - 15.1.1 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 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.
 - 15.1.2 By the Agency and Grantee in mutual agreement, in which case, the two parties will agree upon termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated.
- 15.2 By the Grantee, upon written notification to the grant approval official setting forth the reasons for such action and the effective date. In the case of partial termination, the portion to be suspended or terminated will be specified.

- 15.3 If the Agency determines 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.
- 15.4 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 in Sections 14(d), (e), and (f) of this Agreement.

Section 16: Appeals

16 Appeals

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

Section 17: Publications

17 Publications

- 17.1 The Grantee shall place an acknowledgement of USDA RUS support and a disclaimer:
- 17.1.1 In any publication (including on websites) of any material based on or developed under this project.
- 17.1.2 During all news media interviews – including popular media such as radio, television, and news magazines.

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- 17.2 The acknowledgement shall be in the following terms: "This material is based on work supported under a grant by the U.S. Department of Agriculture, Rural Utilities Service."
- 17.3 The disclaimer shall read: "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 U.S. Department of Agriculture, Rural Utilities Service."
- 17.4 The Grantee shall include the following nondiscrimination clause on all printed material relating to the grant: "GRANTEE NAME is an equal opportunity provider and employer" in print no smaller than the text of the body of the rest of the document.
- 17.5 The Grantee shall submit to the Grantor one copy of every publication of material written or published under this grant.

Section 18: Civil Rights Requirements

18 Civil Rights Requirements

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

- 18.1 Title VI of the Civil Rights Act of 1964
- 18.2 Title IX of the Education Amendments of 1972
- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended.
- 18.4 The Age of Discrimination Act of 1975
- 18.5 Form RD 400-1, "Equal Opportunity Agreement," and Form RD 400-4, "Assurance Agreement," which the Grantee has filed with the Agency.

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Section 19: Grant Closeout

19 Grant Closeout

The agency will close out the federal award in accordance with 2 CFR Part 200 when it determines that all applicable administrative actions and all required work of the federal award have been completed by the non-federal entity.

This section specifies the actions the Grantee and federal awarding agency must take to complete this process at the end of the period of performance.

- 19.1 The grant recipient must submit – no later than 90 calendar days after the end date of the period of performance – all financial, performance, and other reports as required by or the terms and conditions of the federal grant award. (See Section 15, “Record Access and Retention”) The federal awarding agency entity may approve extensions when requested by the grant recipient. (See Section 19, “Grant Expiration Date Extensions”)
- 19.2 Unless the federal awarding agency authorizes an extension, the grant recipient must liquidate all obligations incurred under the federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the federal grant award.
- 19.3 The federal awarding agency must make prompt payments to the grant recipient for allowable reimbursable costs under the federal award being closed out.
- 19.4 The grant recipient must promptly refund any balances of unobligated cash that the federal awarding agency paid or obligated in advance and that is not authorized to be retained by the grant recipient for use in other projects. See OMB Circular A–129, and also see 2 CFR Part 200, §200.345.

- 19.5 Consistent with the terms and conditions of the federal grant award, the federal awarding agency must make a settlement for any upward or downward adjustments to the federal share of costs after closeout reports are received.
- 19.6 The federal awarding agency should complete all closeout actions for federal awards no later than one year after receipt and acceptance of all required final reports.

Section 20: Information Access Requirements

20 Availability of Information

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

Section 21: Signatures

Grantee, on __ (date) _____, has caused this agreement to be executed by its duly authorized __ (title) _____, and attested by its duly authorized __ (title) _____ with Grantee's corporate seal.

Executed by:

Grantee:

By _____
(Grantee Signature)

(Name and Title)

Grantor:
**UNITED STATES OF AMERICA
RURAL UTILITIES SERVICE**

By _____
(Grantor Approving Official Signature)

(Name and Title)

Attested by:

By _____
(Grantee Attesting Signature)

(Name and Title)

Last revised January 2024

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