

# Notices

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This section of the FEDERAL REGISTER contains documents other than rules or proposed rules that are applicable to the public. Notices of hearings and investigations, committee meetings, agency decisions and rulings, delegations of authority, filing of petitions and applications and agency statements of organization and functions are examples of documents appearing in this section.

## DEPARTMENT OF AGRICULTURE

### Forest Service

#### Ketchikan Resource Advisory Committee

**AGENCY:** Forest Service, USDA.

**ACTION:** Notice of meeting.

**SUMMARY:** The Ketchikan Resource Advisory Committee will meet in Ketchikan, Alaska, January 22, 2004 and March 25, 2004. The purpose of these meetings is to discuss potential projects under the Secure Rural Schools and Community Self-Determination Act of 2000.

**DATES:** The meetings will be held January 22, 2004 and March 25, 2004.

**ADDRESSES:** The meetings will be held at the Southeast Alaska Discovery Center Learning Center (back entrance), 50 Main Street, Ketchikan, Alaska. Send written comments to Ketchikan Resource Advisory Committee, c/o District Ranger, USDA Forest Service, 3031 Tongass Ave., Ketchikan, AK 99901, or electronically to [jingersoll@fs.fed.us](mailto:jingersoll@fs.fed.us).

**FOR FURTHER INFORMATION CONTACT:** Jerry Ingersoll, District Ranger, Ketchikan-Misty Fjords Ranger District, Tongass National Forest, (907) 228-4100.

**SUPPLEMENTARY INFORMATION:** The meetings are open to the public. Committee discussion is limited to Forest Service staff and Committee members. However, public input opportunity will be provided and individuals will have the opportunity to address the Committee at that time.

Dated: December 6, 2003.

**Forrest Cole,**

*Forest Supervisor.*

[FR Doc. 03-30850 Filed 12-12-03; 8:45 am]

**BILLING CODE 3410-11-M**

## DEPARTMENT OF AGRICULTURE

### Rural Housing Service

#### Notice of Funds Availability (NOFA) Inviting Applications for the Rural Cooperative Home-Based Health Care Demonstration Program

**AGENCY:** Rural Housing Service, USDA.

**ACTION:** Notice.

**SUMMARY:** This Notice announces the availability of \$1 million of grant funds through the Rural Community Development Initiative (RCDI) Home-Based Health Care Demonstration Program through the Rural Housing Service (RHS), herein referred to as the Agency, USDA. These grant funds are split into two forms: Pre-development grants and revolving loan grants. The pre-development grants will not exceed \$50,000 each and will be made to qualified public bodies or nonprofit organizations to establish a home health care cooperative. The revolving loan grants will be made to qualified nonprofit or public organizations that will provide start-up funds and technical assistance to pre-planning grant recipients and home health care cooperatives established through this program. The intermediary recipients for the revolving loan funds will be required to provide matching funds at least equal to the grant funds awarded. This is a demonstration project intended to result in the establishment and operation of home-based health care cooperatives. As such, pre-development grants will be linked with a revolving loan grant, to the same community, in order that the full operation of the cooperative will occur. This Notice lists the information needed to submit an application for these funds.

**DATES:** The deadline for receipt of an application is 4 p.m. e.s.t. on February 13, 2004. The application date and hour are firm. The Agency will not consider any application received after the deadline.

**ADDRESSES:** Entities wishing to apply for assistance may download the application requirements delineated in this notice from the RCDI Web site at [www.rurdev.usda.gov/rhs/rcdi/index.htm](http://www.rurdev.usda.gov/rhs/rcdi/index.htm). Applicants may also request application packages from: Stephen Wetherbee, Rural Housing Service, 1400 Independence Avenue, SW., STOP 0787, Washington, DC 20250-0787,

Telephone: (202) 720-1503, E-mail: [stephen.wetherbee@usda.gov](mailto:stephen.wetherbee@usda.gov).

**FOR FURTHER INFORMATION CONTACT:** Stephen Wetherbee, Senior Loan Specialist, Community Programs, RHS, USDA, STOP 0787, 1400 Independence Avenue, SW., Washington, DC 20250-0787, Telephone: (202) 720-1503, Facsimile (202) 690-0471, E-mail: [stephen.wetherbee@usda.gov](mailto:stephen.wetherbee@usda.gov). You may also obtain information from the RCDI Web site at [www.rurdev.usda.gov/rhs/rcdi/index.htm](http://www.rurdev.usda.gov/rhs/rcdi/index.htm).

#### SUPPLEMENTARY INFORMATION:

##### Programs Affected

This program is listed in the Catalog of Federal Domestic Assistance under Number 10.446. This program is not subject to the provisions of Executive Order 12372, which requires intergovernmental consultation with State and local officials.

##### Paperwork Reduction Act

Under the Paperwork Reduction Act, 44 U.S.C. 3501 *et seq.*, OMB must approve all "collection of information" by the Rural Housing Service. The Act defines "collection of information: as a requirement for "answers to \* \* \* identical reporting or recordkeeping requirements imposed on ten or more persons \* \* \*." (44 U.S.C. 3502(3)(A).) Because this NOFA will receive less than 10 respondents, the Paperwork Reduction Act does not apply.

##### Background

Congress created the Rural Community Development Initiative (RCDI) Rural Cooperative Home-Based Health Care demonstration project in fiscal year 2003 with an appropriation of \$1 million under the Rural Community Advancement Program. These funds are to be used solely to develop and establish home-based health care cooperatives. Pre-development grants, not to exceed \$50,000 each, will be made available to qualified public bodies or nonprofit-based community development organizations. Revolving loan grants will be made available to qualified public or nonprofit intermediary organizations (including tribal) proposing to carry out a program of financial and technical assistance.

## National Environmental Policy Act (NEPA)

This program has been reviewed under the agency's environmental regulations. It has been determined that the provision of financial assistance for these types of grants are properly designated as categorical exclusions, which require no further documentation. This is based upon the finding that the purposes of these grants do not individually or cumulatively have a significant effect upon the human environment. Therefore, neither an environmental assessment nor an environmental impact statement is required.

### Definitions for RCDI Purposes

*Agency*—the Rural Housing Service (RHS) or its successor.

*Beneficiary*—home-based health care cooperatives that receive benefits from assistance provided by the recipient.

*Capacity*—the ability of a recipient organization to provide pre-development planning services, manage revolving loan funds, or provide technical assistance towards establishing home-based health care cooperatives.

*Cooperative*—incorporated associations, at least 51 percent of whose members are rural residents having one vote each, that conduct such operations as producing, purchasing, marketing, processing, or other activities aimed at improving the income of their members as producers or their purchasing power as consumers.

*Federally recognized tribes*—tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs, based on the notice in the **Federal Register** published on March 13, 2000, volume 65, number 49, page 13298.

*Financial assistance*—funds used by the recipient to pay for the start-up cost of the home-based health care cooperative. Funds that the recipient lends to the beneficiary home-based health care cooperative for eligible home-based health care cooperative demonstration project purposes.

*Fund*—the Home-Based Health Care Demonstration Program grant.

*Intermediary*—a qualified private nonprofit or public (including tribal) organization recipient for the revolving loan grant that provides technical assistance to the pre-planning grant recipient. The intermediary will also provide financial and technical assistance to the home-based health care cooperative(s) formed through this program.

*Matching Funds*—cash or confirmed funding commitments. Matching funds

must be at least equal to the grant amount. These funds can only be used for eligible home-based health care cooperative demonstration grant purposes. In-kind contributions cannot be used as matching funds. Matching funds must be committed prior to release of RCDI Rural Cooperative Home-Based Health Care grant funds to the revolving loan grant recipient.

*Nonprofit organization*—a private, community-based development entity with a valid letter from the Internal Revenue Service (IRS) designating their tax exempt status.

*Recipient*—a public or community development based nonprofit organization receiving pre-development grant funds or a public or private nonprofit intermediary organization receiving revolving loan grant funds for the establishment of a home-based health care cooperative.

*Revolved funds*—the cash portion of a revolving loan fund that is not composed of Agency revolving loan grant funds, including funds that are repayments of loans to the home-based health care cooperatives from the revolving loan grant funds, including fees and interest collected on such loans. Revolved funds shall not be considered Federal funds.

*Revolving fund*—a group of assets obtained through, or related to, an Agency revolving loan grant and recorded by the recipient in a bookkeeping account, or set of accounts, and accounted for, along with related liabilities, revenues, and expenses, as an entity or enterprise separate from the recipient's other assets or financial activities.

*Rural and rural area*—a city, town, or unincorporated area that has a population of 50,000 inhabitants or less, other than urbanized areas immediately adjacent to a city, town, or unincorporated area that has a population in excess of 50,000 inhabitants. Urbanized area data will be based on the 2000 census.

*Technical assistance*—skilled help in improving the beneficiary's abilities in the areas of establishment and operation of a cooperative and home-based health care service. The Agency will determine whether a specific activity qualifies as technical assistance.

### Eligibility Requirements

1. The recipient for the pre-planning grant and the beneficiary cooperative, but not the revolving loan grant recipient, must be located in an eligible rural area. The applicable Rural Development State Office can assist in determining the eligibility of an area. A

listing of Rural Development State Offices is included in this notice.

2. The recipient for the pre-development grants must be a nonprofit community development based organization, or qualified public bodies. The recipient for the revolving loan grant funds must be nonprofit organizations or public bodies, including federally recognized tribes, based on the RCDI definitions of these groups.

3. Documentation must be submitted to verify recipient eligibility. Acceptable documentation varies depending on the type of recipient. A letter from the IRS verifying tax exempt status, or valid evidence that the entity is a public body, is required for nonprofit recipients. For federally recognized tribes, the Agency requires the page listing their name from the current **Federal Register** list of tribal entities recognized and eligible for funding services (see the definition of federally recognized tribes for details on this list).

4. Individuals cannot be recipients.

5. The revolving loan grant recipient must provide a program of technical assistance to the pre-planning grant recipient and financial and technical assistance to the beneficiary cooperative.

6. The intermediary must provide matching funds at least equal to the amount of the grant.

7. The revolving loan grant recipient organization must have at least 3 years prior experience working with cooperatives.

8. Proposals must be structured to utilize the grant funds within 1 year from the date of the award (this time requirement can be extended with the concurrence of the agency).

9. The recipient for the pre-development grant cannot be the same as the recipient for the revolving loan grant. Pre-development grants must be made to local public bodies or nonprofit groups located in the community to be served by the home-based health care cooperative. Revolving loan grants can be made to nonprofit or public bodies that are not located in the community where the cooperative is located, but who have the capacity to provide the required financial and technical services locally.

10. A nonprofit entity must already have a determination of tax-exempt status letter from the IRS when the recipient applies for the RCDI Rural Cooperative Home-Based Health Care Demonstration Program grant. Organizations with pending requests for this designation are not considered eligible.

### Eligible Fund Uses

Fund uses must be consistent with the RCDI Home-Based Health Care Cooperative Demonstration Program purpose (see "Background" section of this notice). Pre-planning grant funds will be used to retain a demonstration project organizer to accomplish the following:

1. Provide outreach to home-based health care providers, and assess worker needs,
2. Work with local level human service providers,
3. Build community support among those who have contact with the elderly (social workers, physicians, pharmacists, clergy, hospitals, hospice, meals on wheels, etc.),
4. Select and train membership for the steering committee,
5. Conduct a survey of potential members,
6. Analyze market for home-based health care services,
7. Prepare a business plan,
8. Assist in the incorporation of the cooperative,
9. Assist the cooperative in the preparation and adoption of bylaws and the election of a board of directors, and
10. Hire a local cooperative service administrator and set up office.

At the conclusion of the work by the organizer, all planning elements should be in place for the formal creation of a home-based health care cooperative.

Revolving loan grant funds will be used by the recipient organization to:

1. Fund and administer a revolving loan program to provide start-up and operating funds to newly created home-based health care cooperatives.
2. Provide technical assistance to pre-planning grant recipients and the home-based health care cooperatives, including development of financial plans for the cooperative, establishing the cooperative's financial records process, and providing follow-up as the cooperative progresses from implementation to full operation. A maximum of ten percent of the grant funds and matching funds may be used by the revolving loan grant recipient to provide technical assistance to the pre-planning grant recipient and the newly formed home based health care cooperative.

### Ineligible Fund Uses

1. Construction (in any form).
2. Funding illegal activities.
3. Funding a grant where there may be a conflict of interest, or an appearance of a conflict of interest, involving any action by the Agency.

4. Paying obligations incurred before the beginning date, or after the ending date, of the grant agreement.

5. Improvement or renovation of the recipient's office space or for the repair or maintenance of privately owned vehicles.

6. Payment of the recipient's administrative costs or expenses.

7. Any other purpose prohibited in 7 CFR parts 3015, 3016, and 3019, as applicable.

8. Funds cannot be used for recipient's general operating costs.

### Interest Rates

Interest rates charged by the recipient to the beneficiary cooperative on loans made from the revolving loan fund shall be negotiated by the recipient and the beneficiary cooperative. The rate should be the lowest rate sufficient to cover the loan's proportional share of the revolving fund's debt service and administrative costs. Rural Development reserves the right to review the interest rate being charged.

Any cash in the revolving fund from any source that is not needed for servicing or administrative costs must be available for additional loans to beneficiary home health care cooperatives.

### Application Selection Process

Rating and ranking. Applications will be rated and ranked by a review panel based on the "Evaluation Criteria and Weights" contained in this Notice. If there is a tied score after the applications have been rated and ranked, the tie will be resolved by reviewing the scores for "Capacity." The applicant with the highest score in that category will receive a higher ranking. If the scores for Capacity are the same, the scores will be compared for the next criterion, in sequential order, until one highest score can be determined.

Initial screening. The Agency will screen each application to determine eligibility during the period immediately following the application deadline. Listed below are many of the reasons for rejection to help prospective applicants prepare a better application. The following reasons for rejection are not all inclusive; however, they represent the majority of the applications previously rejected by the RCDI program.

1. Applicants for the pre-planning grants are not located in eligible rural areas based on the definition in this Notice.
2. Applicants failed to provide required evidence of recipient's status, *i.e.*, documentation supporting nonprofit designation.

3. Applicants are individuals.

4. Applicants failed to address the Evaluation Criteria and were unable to compete.

5. The purpose of the proposal did not qualify as an eligible RCDI project purpose.

6. Funds are intended to be used for construction.

7. Financial and technical assistance is being provided directly to individuals.

The State Office will review their copy of the application and provide the State Director's written comments and recommendations to the National Office.

### Evaluation Criteria and Weights—Pre-Planning Grant

This information should be presented in narrative form. Documentation must be limited to three pages per criterion.

#### 1. Capacity—Maximum 60 Points

The applicant for the pre-development planning grant must demonstrate how they will accomplish the required goals for the grant, including their experience in establishing a new organization, experience with the function and organization of cooperatives, experience in the community where the home-based health care cooperative will be established, experience in the health care services industry, and experience in working with diverse organizations in establishing set goals. All applications will be competitively ranked. The applications providing the most comprehensive information about establishing a new home-based health care cooperative will be ranked the highest.

#### 2. Soundness of Approach—Maximum 50 Points

The applicant can receive up to 50 points for soundness of approach. The overall proposal will be considered under this criterion.

a. Has the applicant demonstrated their ability to provide the proposed financial and technical assistance based on prior accomplishments?

b. A description that the basic elements for the establishment of a home health care cooperative are already available in the community where the services will be provided, *i.e.*, a pool of home health care workers already in the area, demonstrated demand for these services, and the possible availability of a source of reliable income for the new cooperative.

c. The proposed financial and technical assistance program is clearly stated and the applicant has defined

how this proposal will be implemented. The plan for implementation is viable.

d. Cost effectiveness will be evaluated based on the budget in the application. The proposed grant amount should be utilized to maximize the capacity to establish home-based health care cooperatives.

e. How closely the proposal fits the objectives for which applications were invited.

### 3. Innovative Approach—Maximum 20 Points

The applicant must demonstrate that they have developed an innovative approach that can be used by other organizations as a model. To be considered innovative, the approach must propose an easily replicated new or useful service or method of providing home-based health care services. Points will be awarded to applications that have the highest score on the following factors:

- a. Ease of replication by home-based health care cooperatives,
- b. Uniqueness of proposal.

### Evaluation Criteria and Weights—Revolving Loan Grant

This information should be presented in narrative form. Documentation must be limited to three pages per criterion.

#### 1. Capacity—Maximum 60 Points

The applicant for the revolving loan grant must demonstrate their capacity to provide technical assistance to the pre-development planning grant recipient organizations and the newly established home-based health care cooperative in the areas of organizing a cooperative, financial planning, financial management, recordkeeping, establishment of payroll systems, and determination of employee benefits. The applicant must also demonstrate the capacity to set up, administer, and maintain a revolving loan grant program. The applications will be competitively ranked with the applications providing the most comprehensive information about providing technical, financial, and revolving loan services being ranked the highest.

#### 2. Soundness of Approach—Maximum 50 Points

The overall proposal will be considered under this criterion.

a. Has the applicant demonstrated their ability to provide the proposed financial and technical assistance based on prior accomplishments?

b. The proposed financial and technical assistance program is clearly stated and the applicant has defined

how this proposal will be implemented. The plan for implementation is viable.

c. Cost effectiveness will be evaluated based on the budget in the application. The proposed grant amount should be utilized to maximize the capacity to establish home-based health care cooperatives.

d. How closely the proposal fits the objectives for which applications were invited.

### 3. Experience With Cooperatives

The applicant must document demonstrated expertise in understanding the unique structure of cooperatives, and provide indications of the organization's capability to assist a cooperative during the organizational and the critical start-up phase of their organization.

#### Program Requirements

1. A Civil Rights Impact Analysis Certification must be completed by the Agency prior to grant approval.

2. A pre-award compliance review will be conducted by the Agency prior to closing the grant.

3. The recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Equal Credit Opportunity Act (ECOA) and Executive Order 12250.

4. The grantee must comply with the applicable requirements of 7 CFR part 3015, "Uniform Federal Assistance Regulations"; part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations."

#### Program Restrictions

Meeting expenses. In accordance with 31 U.S.C. 1345, "Expenses of Meetings," appropriations may not be used for travel, transportation, and subsistence expenses for a meeting. RCDI Home-Based Health Care Cooperative Demonstration Program grant funds cannot be used for these meeting-related expenses. RCDI funds may be used to pay for a speaker as part of a program, equipment to facilitate the program, and the actual room that will house the meeting. RCDI Home-Based Health Care Cooperative Demonstration Program funds can be used for travel, transportation, or subsistence expenses for training and technical assistance purposes. Any meeting or training not delineated in the application must be approved by the Agency to verify

compliance with 31 U.S.C. 1345. Travel and per diem expenses will be similar to those paid to Agency employees. Rates are based upon location. Rate information can be accessed on the Internet at <http://policyworks.gov/perdiem>. Grantees and recipients will be restricted to traveling coach class on common carrier airlines. Grantees and recipients may exceed the Government rate for lodging by a maximum of 20 percent. Meals and incidental expenses will be reimbursed at the same rate used by Agency employees. Mileage and gas reimbursement will be the same rate used by Agency employees. The current mileage and gas reimbursement rate is 36.5 cents per mile.

#### Grantee Requirements

Grantees will be required to do the following:

1. Execute an RCDI Grant Agreement Rural Cooperative Home-Based Health Care Program Pre-Planning Grant Agreement or RCDI Community Development Initiative Grant Agreement Rural Cooperative Home-Based Health Care Demonstration Program Revolving Loan Grant Agreement (depending on which grant is being requested). Copies of these agreements are published at the end of this NOFA.

2. Execute Form RD 1940-1, "Request for Obligation of Funds."

3. Use Form SF 270, "Request for Advance or Reimbursement," to request reimbursements.

4. Provide financial status and project performance reports on a quarterly basis starting with the first full quarter after the grant award.

5. Maintain a financial management system that is acceptable to the Agency.

6. Ensure that records are maintained to document all activities and expenditures utilizing RCDI Home-Based Health Care Cooperative Demonstration Program grant funds and matching funds. Receipts for expenditures will be included in this documentation.

7. Provide annual audits or management reports on Forms RD 442-2, "Statement of Budget, Income, and Equity," and 442-3, "Balance Sheet," or other similar financial reporting documents, that utilize generally accepted accounting practices, depending on the amount of Federal funds expended and the outstanding balance.

8. Collect and maintain data provided by recipients on race, sex, and national origin, and ensure that their recipients collect and maintain the same data on their beneficiaries.

9. Provide a final project performance report.

10. Identify and report any association or relationship with Rural Development employees on a form provided by the Agency.

11. Verify a Dun and Bradstreet Data Universal Numbering System (DUNS) number. A DUNS number may be received by calling the dedicated toll-free request line at 866-705-5711.

### Contents of Application Package

A complete application for RCDI Home-Based Health Care Cooperative Demonstration Program funds must include the following:

1. A summary page listing the following items: (This information should be double-spaced between items and not in narrative form.)

- a. Applicant's name,
- b. Applicant's address,
- c. Applicant's telephone number,
- d. Name of applicant's contact person, telephone number, and e-mail address
- e. Applicant's fax number,
- f. County where applicant is located,
- g. Congressional district number where applicant is located,
- h. Amount of grant request,
- i. Number of recipients, and
- j. DUNS number.

2. A detailed Table of Contents containing page numbers for each component of the application.

3. Each of the Evaluation Criteria must be addressed specifically and individually by category. Present these criteria in narrative form. Documentation must be limited to three pages per criterion.

4. A detailed project budget that includes the RCDI Home-Based Health Care Cooperative Demonstration Program grant amount and matching funds when applicable for the duration of the grant. This should be a line-item budget by category. Categories such as salaries, administrative, other, and indirect costs must be clearly defined. Supporting documentation listing the components of these categories must be included.

5. Form SF-424, "Application for Federal Assistance." (Do not complete Form SF-424A, "Budget Information." A separate line-item budget should be presented as described in No. 4 of this section.)

6. Form SF-424B, "Assurances—Non-Construction Programs."

7. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions."

8. Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions."

9. Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements."

10. Certification of Non-Lobbying Activities.

11. Standard Form LLL, "Disclosure of Lobbying Activities," if applicable.

12. Form RD 400-1, "Equal Opportunity Agreement," for the applicant and each recipient.

13. Form RD 400-4, "Assurance Agreement," for the applicant and each recipient.

14. Identify and report any association or relationship with Rural Development employees.

The required forms and certifications can be downloaded from the RCDI Web site at [www.rurdev.usda.gov/rhs/rcdi/index.htm](http://www.rurdev.usda.gov/rhs/rcdi/index.htm).

### What and Where to Submit

The original application package must be submitted to: Stephen Wetherbee, Rural Housing Service, STOP 0787, 1400 Independence Avenue, SW., Washington, DC 20250-0787. A copy of the application must be submitted to the Rural Development State Office where the applicant is located. A listing of Rural Development State Offices is included in this notice. Applications sent electronically or by facsimile will not be accepted.

### When to Submit

The deadline for receipt of an application is 4 p.m. eastern time on February 13, 2004. The application date and hour deadlines are firm and apply to submission of the original application to the National Office in Washington, DC. The Agency will not consider any application received after the deadline. A listing of Rural Development State Offices, their addresses, telephone numbers, and person to contact follows:

**Note:** Telephone numbers listed are not toll-free.

Alabama State Office, Suite 601, Sterling Centre, 4121 Carmichael Road, Montgomery, AL 36106-3683, (334) 279-3400, TDD (334) 279-3495, James B. Harris.

Alaska State Office, 800 West Evergreen, suite 201, Palmer, AK 99645, (907) 761-7705, TDD (907) 761-8905, Dean Stewart.

Arizona State Office, Phoenix Corporate Center, 3003 N. Central Ave., Suite 900, Phoenix, AZ 85012-2906, (602) 280-8700, TDD (602) 280-8705, Leonard Gradillas.

Arkansas State Office, 700 W. Capitol Ave., rm. 3416, Little Rock, AR 72201-3225, (501) 301-3200, TDD (501) 301-3279, Jesse Sharp.

California State Office, 430 G Street, Agency 4169, Davis, CA 95616-4169,

(530) 792-5800, TDD (530) 792-5848, Janice Waddell.

Colorado State Office, 655 Parfet Street, room E100, Lakewood, CO 80215, (720) 544-2903, TDD (720) 544-2976, Leroy W. Cruz.

Connecticut, Served by Massachusetts State Office.

Delaware and Maryland State Office, 4607 South Dupont Highway, P.O. Box 400, Camden, DE 19934-0400, (302) 697-4300, TDD (302) 697-4303, James E. Waters.

Florida & Virgin Islands State Office, 4440 NW. 25th Place, P.O. Box 147010, Gainesville, FL 32614-7010, (352) 338-3400, TDD (352) 338-3499, Janet Droz (Acting).

Georgia State Office, Stephens Federal Building, 355 E. Hancock Avenue, Athens, GA 30601-2768, (706) 546-2162, TDD (706) 546-2034, Jerry M. Thomas.

Guam, Served by Hawaii State Office.

Hawaii, Guam, & Western Pacific Territories State Office, Room 311, Federal Building, 154 Waiianuenue Avenue, Hilo, HI 96720, (808) 933-8309, TDD (808) 933-8380, Thao Khamoui.

Idaho State Office, 9173 West Barnes Drive, Suite A1, Boise, ID 83709, (208) 378-5600, TDD (208) 378-5644, Daniel H. Fraser.

Illinois State Office, 2118 West Park Court, Suite A, Champaign, IL 61821, (217) 403-6200, TDD (217) 403-6240, Gerald A. Townsend.

Indiana State Office, 5975 Lakeside Boulevard, Indianapolis, IN 46278, (317) 290-3100, TDD (317) 290-3343, Gregg Delp.

Iowa State Office, 873 Federal Building, 210 Walnut Street, Des Moines, IA 50309, (515) 284-4663, TDD (515) 284-4858, Dorman Otte.

Kansas State Office, 1303 SW First American Place, suite 100, Topeka, KS 66604-4040, (785) 271-2700, TDD (785) 271-2767, Gary L. Smith.

Kentucky State Office, 771 Corporate Drive, suite 200, Lexington, KY 40503, (859) 224-7300, TDD (606) 224-7422, Vernon Brown.

Louisiana State Office, 3727 Government Street, Alexandria, LA 71302, (318) 473-7920, TDD (318) 473-7655, Danny H. Magee.

Maine State Office, 967 Illinois Ave., suite 4, PO Box 405, Bangor, ME 04402-0405, (207) 990-9106, TDD (207) 942-7331, Alan C. Daigle.

Maryland, Served by Delaware State Office.

Massachusetts, Connecticut, & Rhode Island State Office, 451 West Street, Amherst, MA 01002, (413) 253-4300, TDD (413) 253-7068, Daniel R. Beaudette.

Michigan State Office, 3001 Coolidge Road, Suite 200, East Lansing, MI 48823, (517) 324-5100, TDD (517) 337-6795, Philip H. Wolak.

Minnesota State Office, 410 AgriBank Building, 375 Jackson Street, St. Paul, MN 55101-1853, (651) 602-7800, TDD (651) 602-3799.

Mississippi State Office, Federal Building, suite 831, 100 W. Capitol Street, Jackson, MS 39269, (601) 965-4316, TDD (601) 965-5850, Darnella Smith-Murray.

Missouri State Office, 601 Business Loop 70 West, Parkade Center, suite 235, Columbia, MO 65203, (573) 876-0976, TDD (573) 876-9480, D. Clark Thomas.

Montana State Office, 900 Technology Blvd., suite B, Bozeman, MT 59715, (406) 585-2530, TDD (406) 585-2562, Deborah Chorlton.

Nebraska State Office, Federal Building, Room 152, 100 Centennial Mall N., Lincoln, NE 68508, (402) 437-5551, TDD (402) 437-5093, Denise Brosius-Meeks.

Nevada State Office, 1390 South Curry Street, Carson City, NV 89703-9910, (775) 887-1222, TDD (775) 885-0633, Mike Holm.

New Hampshire State Office, Concord Center, suite 218, Box 317, 10 Ferry Street, Concord, NH 03301-5004, (603) 223-6037, TDD (603) 223-6083, William W. Konrad.

New Jersey State Office, 8000 Midlantic Drive, 5th Floor North, suite 500, Mt. Laurel, NJ 08054, (856) 787-7700, Michael P. Kelsey.

New Mexico State Office, 6200 Jefferson St., NE., room 255, Albuquerque, NM 87109, (505) 761-4950, TDD (505) 761-4938, Clyde F. Hudson.

New York State Office, The Galleries of Syracuse, 441 S. Salina Street, suite 357, Syracuse, NY 13202-2541, (315) 477-6400, TDD (315) 477-6447, Gail Giannotta.

North Carolina State Office, 4405 Bland Road, suite 260, Raleigh, NC 27609, (919) 873-2000, TDD (919) 873-2003, Phyllis Godbold.

North Dakota State Office, Federal Building, room 208, 220 East Rosser, P.O. Box 1737, Bismarck, ND 58502, (701) 530-2037, TDD (701) 530-2113, Donald Warren.

Ohio State Office, Federal Building, room 507, 200 North High Street, Columbus, OH 43215-2418, (614) 255-2400, TDD (614) 255-2554, David M. Douglas.

Oklahoma State Office, 100 USDA, suite 108, Stillwater, OK 74074-2654, (405) 742-1000, TDD (405) 742-1007, Michael W. Schrammel.

Oregon State Office, 101 SW., Main, suite 1410, Portland, OR 97204-3222, (503) 414-3300, TDD (503) 414-3387, Joe Sahlfeld (Acting).

Pennsylvania State Office, One Credit Union Place, suite 330, Harrisburg, PA 17110-2996, (717) 237-2299, TDD (717) 237-2261, Gary Rothrock.

Puerto Rico State Office, IBM Building—suite 601, 654 Munos Rivera Avenue, Hato Rey, PR 00918-6106, (787) 766-5095, TDD (787) 766-5332, Pedro Gomez.

Rhode Island, served by Massachusetts State Office.

South Carolina State Office, Strom Thurmond Federal Building, 1835 Assembly Street, room 1007, Columbia, SC 29201, (803) 765-5163, TDD (803) 765-5697, Larry D. Floyd.

South Dakota State Office, Federal Building, room 210, 200 Fourth Street, SW., Huron, SD 57350, (605) 352-1100, TDD (605) 352-1147, Roger Hazuka.

Tennessee State Office, suite 300, 3322 West End Avenue, Nashville, TN 37203-1084, (615) 783-1300, TDD (615) 783-1397, Keith Head.

Texas State Office, Federal Building, suite 102, 101 South Main, Temple, TX 76501, (254) 742-9700, TDD (254) 742-9712, Francesco Valentin.

Utah State Office, Wallace F. Bennett Federal Building, P.O. Box 11350, 125 S. State Street, room 4311, Salt Lake City, UT 84147-0350, (801) 524-4320, TDD (801) 524-3309, Bonnie Carrig.

Vermont State Office, City Center, 3rd Floor, 89 Main Street, Montpelier, VT 05602, (802) 828-6000, TDD (802) 223-6365, Rhonda Shippee.

Virgin Islands, served by Florida State Office.

Virginia State Office, Culpeper Building, suite 238, 1606 Santa Rosa Road, Richmond, VA 23229, (804) 287-1550, TDD (804) 287-1753, Carrie Schmidt.

Washington State Office, suite B, 1835 Black Lake Boulevard, SW., Olympia, WA 98512-5715, (360) 704-7740, TDD (360) 704-7760, Sandi Boughton.

Western Pacific Territories, served by Hawaii State Office.

West Virginia State Office, Federal Building, 75 High Street, room 320, Morgantown, WV 26505-7500, (304) 284-4860, TDD (304) 284-4836, Dianne Crysler.

Wisconsin State Office, 4949 Kirschling Court, Stevens Point, WI 54481, (715) 345-7600, TDD (715) 345-7614, Mark Brodziski.

Wyoming State Office, 100 East B, Federal Building, room 1005, P.O. Box 820, Casper, WY 82602, (307) 261-6300, TDD (307) 261-6333, Jack Hyde.

Dated: December 1, 2003.

**Arthur A. Garcia,**  
*Administrator, Rural Housing Service.*

**United States Department of Agriculture**

**Rural Housing Service**

**Rural Community Development Initiative Grant Agreement**

**Rural Cooperative Home-Based Health Care Demonstration Program**

**Pre-Planning Grant**

THIS GRANT AGREEMENT (Agreement), effective the date the Agency official signs the document, is a contract for receipt of grant funds under the Rural Community Development Initiative (RCDI). BETWEEN \_\_\_\_\_

a private or public or tribal organization, (Grantee or Intermediary) and the United States of America acting through the Rural Housing Service (the Agency), Department of Agriculture, (Grantor), for the benefit of recipients listed in Grantee's application for the grant.

**WITNESSETH:**

The principal amount of the grant is \$ \_\_\_\_\_ (Grant Funds). The Grantee and Grantor will execute Form RD 1940-1, "Request for Obligation of Funds." Grantee will provide a program of organizational, and technical assistance to organize a home health care cooperative.

NOW, THEREFORE, in consideration of said grant; According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0180. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information.

Grantee agrees that Grantee will:

A. Provide the initial organizing effort and technical assistance in establishing a home health care cooperative in accordance with the proposal outlined in the application, (see Attachment A), the terms of which are incorporated with this NOFA and Agreement and must be adhered to. Any changes to the approved program of financial technical assistance must be approved in writing by the Grantor;

B. Use Grant Funds only for the purposes and activities specified in the application package approved by the

Agency, including the approved budget. Any uses not provided for in the approved budget must be approved in writing by the Agency in advance;

C. Charge expenses for travel and per diem that will not exceed the rates paid Agency employees for similar expenses. Grantees and recipients will be restricted to traveling coach class on common carrier airlines. Lodging rates may exceed the Government rate by a maximum of 20 percent. Meals and incidental expenses will be reimbursed at the same rate used by Agency employees, which is based upon location. Mileage and gas will be reimbursed at the existing Government rate. Rates can be accessed on the Internet at <http://policyworks.gov/perdiem>;

D. Charge meeting expenses in accordance with 31 U.S.C. 1345. Grant funds may not be used for travel, transportation, and subsistence expenses for a meeting. Any meeting or training not delineated in the application must be approved by the Agency to verify compliance with 31 U.S.C. 1345.

E. Request quarterly reimbursement for grant activities during the previous quarter. Reimbursement will be made on a pro rata basis with matching funds. Form SF 270, "Request for Advance or Reimbursement," will be used to request reimbursement. A project performance report, in narrative form, and a financial report, reflecting the activities conducted, must accompany the request for reimbursement.

F. Provide periodic reports as required by the Grantor. A financial status report and a project performance report will be required on a quarterly basis (due 15 working days after each calendar quarter). The financial status report must show how grant funds and matching funds have been used to date. A final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The project performance reports shall include, but are not limited to, the following:

1. Describe the activities that the funds reflected in the financial status report were used for;
2. A comparison of actual accomplishments to the objectives for that period;
3. Reasons why established objectives were not met, if applicable;
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;

5. Objectives and timetables established for the next reporting period;

6. A summary of the race, sex, and national origin of the recipients and a summary from the recipients of the race, sex, and national origin of the beneficiaries; and

7. The final report will also address the following:

(a) What have been the most challenging or unexpected aspects of this program?

(b) What advice would you give to other organizations planning a similar program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

(c) Are there any post-grant plans for this project? If yes, how will they be financed?

(d) If an innovative approach was used successfully, the grantee must describe their program in detail for replication by other organizations and communities.

G. Consider potential recipients without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability;

H. Ensure that any services or training offered by the recipient, as a result of the financial and technical assistance received, will be made available to all persons in the recipient's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Programs and activities must be delivered from accessible locations. The recipient must ensure that where there are non-English speaking populations that materials are provided in the language that is spoken;

I. Ensure recipients are required to place nondiscrimination statements in advertisements, notices, pamphlets, and brochures making the public aware of their services. The Grantee and recipient are required to provide widespread outreach and public notification in promoting any type of training or services that are available through grant funds;

J. The Grantee must collect and maintain data on recipients by race, sex, and national origin. The grantee must ensure their recipients also collect and maintain data on beneficiaries by race, sex, and national origin as required by Title VI of the Civil Rights Act of 1964

and must be provided to the Agency for compliance review purposes;

K. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of this Agreement or by such other proceedings in law or equity, in either Federal or State courts as may be deemed necessary by Grantor to ensure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

L. Provide Financial Management Systems that will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis;

2. Records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income related to Grant Funds and matching funds;

3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

4. Accounting records supported by source documentation.

M. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after grant closing except that the records shall be retained beyond the 3-year period if audit findings have not been resolved. Microfilm or photocopies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's that are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

N. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentalities of a State

are not held accountable for interest earned on grant funds pending their disbursement;

O. Not encumber, transfer, or dispose of the equipment or any part thereof, acquired wholly or in part with Grantor funds without the written consent of the Grantor; and

P. Not duplicate other program activities for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor agrees that:

A. It will make available to Grantee for the purpose of this Agreement funds in an amount not to exceed the Grant Funds.

B. At its sole discretion and, at any time, may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be:

1. Advisable to further the purpose of the grant or to protect 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.

Both Parties Agree:

A. Extensions of this grant agreement may be approved by the Agency, in writing, provided in the Agency's sole discretion the extension is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the application package during the extension period;

B. The Grantor must approve any changes in recipient or recipient composition;

C. The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor: Provided, however, That any Grant Funds actually disbursed and not needed for grant purposes be returned immediately to the Grantor. This agreement shall terminate 3 years from this date unless extended or unless terminated beforehand due to default on the part of the Grantee or for convenience of the Grantor and Grantee. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulations;

D. As a condition of the Agreement, the Grantee certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained

in 7 CFR 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein. The Grantee will comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Equal Credit Opportunity Act (ECOA) and Executive Order 12250;

E. The Grantee will ensure that the recipients comply with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Equal Credit Opportunity Act (ECOA) and Executive Order 12250. Each recipient must sign Form RD 400-1, "Equal Opportunity Agreement" and Form RD 400-4, "Assurance Agreement";

F. The provisions of 7 CFR part 3015, "Uniform Federal Assistance Regulations," part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," and the fiscal year 2003 "Notice of Funds Availability (NOFA) Inviting Applications for the Rural Community Development Initiative (RCDI)" are incorporated herein and made a part hereof by reference; and

G. This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the program will not produce beneficial results commensurate with the further expenditure of funds.

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)  
Date \_\_\_\_\_

**ATTACHMENT A**

[Application proposal submitted by grantee.]

**United States Department of Agriculture**

**Rural Housing Service**

**Rural Community Development Initiative Grant Agreement**

**Rural Cooperative Home-Based Health Care Demonstration Program**

**Revolving Loan Grant**

THIS GRANT AGREEMENT (Agreement), effective the date the Agency official signs the document, is a contract for receipt of grant funds under the Rural Community Development Initiative (RCDI). BETWEEN \_\_\_\_\_

\_\_\_\_\_ a private or public or tribal organization, (Grantee or Intermediary) and the United States of America acting through the Rural Housing Service (the Agency), Department of Agriculture, (Grantor), for the benefit of recipients listed in Grantee's application for the grant.

WITNESSETH:

The principal amount of the grant is \$ \_\_\_\_\_ (Grant Funds). Matching funds, in an amount equal to the grant funds, will be provided by Grantee. The Grantee and Grantor will execute Form RD 1940-1, "Request for Obligation of Funds."

WHEREAS,

Grantee will provide a program of financial and technical assistance to develop the capacity and ability of home health care cooperative organizations.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0180. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information.

Grantee agrees that Grantee will:

Q. Provide a program of financial and/or technical assistance in accordance with the proposal outlined in the application, (see Attachment A), the terms of which are incorporated with this NOFA and Agreement and must be adhered to. Any changes to the approved program of financial technical assistance must be approved in writing by the Grantor;

R. Use Grant Funds only for the purposes and activities specified in the



application package approved by the Agency, including the approved budget. Any uses not provided for in the approved budget must be approved in writing by the Agency in advance;

S. Charge expenses for travel and per diem that will not exceed the rates paid Agency employees for similar expenses. Grantees and recipients will be restricted to traveling coach class on common carrier airlines. Lodging rates may exceed the Government rate by a maximum of 20 percent. Meals and incidental expenses will be reimbursed at the same rate used by Agency employees, which is based upon location. Mileage and gas will be reimbursed at the existing Government rate. Rates can be accessed on the Internet at [www.http://policyworks.gov/perdiem](http://policyworks.gov/perdiem);

T. Charge meeting expenses in accordance with 31 U.S.C. 1345. Grant funds may not be used for travel, transportation, and subsistence expenses for a meeting. Any meeting or training not delineated in the application must be approved by the Agency to verify compliance with 31 U.S.C. 1345.

U. Request quarterly reimbursement for grant activities during the previous quarter. Reimbursement will be made on a pro rata basis with matching funds. Form SF 270, "Request for Advance or Reimbursement," will be used to request reimbursement. A project performance report, in narrative form, and a financial report, reflecting the activities conducted, must accompany the request for reimbursement.

V. Provide periodic reports as required by the Grantor. A financial status report and a project performance report will be required on a quarterly basis (due 15 working days after each calendar quarter). The financial status report must show how grant funds and matching funds have been used to date. A final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The project performance reports shall include, but are not limited to, the following:

7. Describe the activities that the funds reflected in the financial status report were used for;

8. A comparison of actual accomplishments to the objectives for that period;

9. Reasons why established objectives were not met, if applicable;

10. Problems, delays, or adverse conditions that 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;

11. Objectives and timetables established for the next reporting period;

12. A summary of the race, sex, and national origin of the recipients and a summary from the recipients of the race, sex, and national origin of the beneficiaries; and

7. The final report will also address the following:

(e) What have been the most challenging or unexpected aspects of this program?

(f) What advice would you give to other organizations planning a similar program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

(g) Are there any post-grant plans for this project? If yes, how will they be financed?

(h) If an innovative approach was used successfully, the grantee must describe their program in detail for replication by other organizations and communities.

W. Consider potential recipients without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability;

X. Ensure that any services or training offered by the recipient, as a result of the financial and technical assistance received, will be made available to all persons in the recipient's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Programs and activities must be delivered from accessible locations. The recipient must ensure that where there are non-English speaking populations that materials are provided in the language that is spoken;

Y. Ensure recipients are required to place nondiscrimination statements in advertisements, notices, pamphlets, and brochures making the public aware of their services. The Grantee and recipient are required to provide widespread outreach and public notification in promoting any type of training or services that are available through grant funds;

Z. The Grantee must collect and maintain data on recipients by race, sex, and national origin. The grantee must ensure that their recipients also collect and maintain data on beneficiaries by race, sex, and national origin as required

by title VI of the Civil Rights Act of 1964 and must be provided to the Agency for compliance review purposes;

AA. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of this Agreement or by such other proceedings in law or equity, in either Federal or State courts as may be deemed necessary by Grantor to ensure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

BB. Provide Financial Management Systems that will include:

4. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis;

5. Records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income related to Grant Funds and matching funds;

6. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

4. Accounting records supported by source documentation.

CC. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after grant closing, except that the records shall be retained beyond the 3-year period if audit findings have not been resolved. Microfilm or photocopies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's that are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

DD. Provide an A-133 audit report if \$300,000 or more of Federal funds are expended in a 1-year period. If Federal funds expended during a 1-year period are less than \$300,000, and there is an

outstanding loan balance of \$300,000 or more, an audit in accordance with generally accepted government auditing standards is required. If Federal funds expended during a 1-year period are less than \$300,000, and there is an outstanding loan balance of less than \$300,000, a management report may be submitted on Forms RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet";

EE. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentalities of a State are not held accountable for interest earned on grant funds pending their disbursement;

FF. Not encumber, transfer, or dispose of the equipment or any part thereof, acquired wholly or in part with Grantor funds without the written consent of the Grantor; and

GG. Not duplicate other program activities for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor agrees that:

C. It will make available to Grantee for the purpose of this Agreement funds in an amount not to exceed the Grant Funds.

D. At its sole discretion, and at any time, may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be:

3. Advisable to further the purpose of the grant or to protect Grantor's financial interest therein; and

4. Consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Both Parties Agree:

H. Extensions of this grant agreement may be approved by the Agency, in writing, provided in the Agency's sole discretion the extension is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the application package during the extension period;

I. The Grantor must approve any changes in recipient or recipient composition;

J. The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor: PROVIDED, HOWEVER, That any Grant Funds actually disbursed and not needed for grant purposes be returned immediately to the Grantor. This agreement shall terminate 3 years

from this date unless extended or unless terminated beforehand due to default on the part of the Grantee or for convenience of the Grantor and Grantee. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulations;

K. As a condition of the Agreement, the Grantee certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 CFR 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein. The Grantee will comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Equal Credit Opportunity Act (ECOA) and Executive Order 12250;

L. The Grantee will ensure that the recipients comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Equal Credit Opportunity Act (ECOA) and Executive Order 12250. Each recipient must sign Form RD 400-1, "Equal Opportunity Agreement" and Form RD 400-4, "Assurance Agreement";

M. The provisions of 7 CFR part 3015, "Uniform Federal Assistance Regulations," part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," and the fiscal year 2003 "Notice of Funds Availability (NOFA) Inviting Applications for the Rural Community Development Initiative (RCDI)" are incorporated herein and made a part hereof by reference; and

N. This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the program will not produce beneficial results commensurate with the further expenditure of funds.

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

Attest

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

Date \_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE

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

Date \_\_\_\_\_

**ATTACHMENT A**

[Application proposal submitted by grantee.]

[FR Doc. 03-30862 Filed 12-12-03; 8:45 am]

**BILLING CODE 3410-XV-P**

**DEPARTMENT OF COMMERCE**

**Bureau of Economic Analysis**

**BEA Customer Satisfaction Survey**

**ACTION:** Proposed information collection; comment request.

**SUMMARY:** The U.S. Department of Commerce, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

**DATES:** Interested persons are invited to submit comments on or before February 13, 2004.

**ADDRESSES:** Direct all written comments to Diana Hynek, Departmental Forms Clearance Officer, Department of Commerce, Room 6625, 14th and Constitution Avenue, NW., Washington, DC 20230.

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or copies of the information collection instrument and instructions should be directed to: Vanessa Clark, U.S. Department of Commerce, Bureau of Economic Analysis, BE-53, Washington, DC 20230, or by telephone at 202-606-9697.

**SUPPLEMENTARY INFORMATION:**

**I. Abstract**

As one of the nation's leading statistical agencies, the Bureau of Economic Analysis (BEA) provides reliable and consistent measures of economic activity that are essential to intelligent decision making of business people and policy makers and to the efficient operations of financial markets.