

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 97789201 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> M1	<b>DATE OF AWARD</b> 09/23/2021
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/30/2021
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 77760
		<b>RECIPIENT TYPE:</b> State	
<b>RECIPIENT:</b> Missouri Department of Health and Senior Services 912 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570 <b>EIN:</b> ██████████		<b>PAYEE:</b> Same as Recipient 912 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570	
<b>PROJECT MANAGER</b> Jeff Wenzel 930 Wildwood Drive P. O. Box 570 Jefferson City, MO 65102-0570 <b>E-Mail:</b> jeff.wenzel@health.mo.gov <b>Phone:</b> 573-522-2101		<b>EPA PROJECT OFFICER</b> Benita Hamilton 11201 Renner Boulevard, WD/GAR Lenexa, KS 66219 <b>E-Mail:</b> hamilton.benita@epa.gov <b>Phone:</b> 913-551-7685	
		<b>EPA GRANT SPECIALIST</b> Rachel Walters Grants Management Office, MSD/RFMB/GRMS 11201 Renner Boulevard Lenexa, KS 66219 <b>E-Mail:</b> walters.rachel@epa.gov <b>Phone:</b> 913-551-7696	
<b>PROJECT TITLE AND DESCRIPTION</b> EPA WIIN Grant: Lead Testing in School and Child Care Program Drinking Water  Purpose: To implement a program for testing lead in drinking water at local schools and child care centers. Activities to be performed: To communicate throughout the grant the results and information to the public, parents, community and the school administration. To offer training on the risks of lead in drinking water and testing for lead in the drinking water. To test the drinking water samples using a certified laboratory and last to take action on the results of testing and addressing potential elevated lead. Expected Outcomes: 1.) the reduction of children's exposure to lead in drinking water, 2.) improvement of staff and community knowledge of lead in drinking water and other environmental harms, 3.) water quality improvements and lead exposure reduction in drinking water, 4.) establishment of routine practices. 5.) establishing partnerships at the state and local level to allow for more efficient use of resources and the exchange of information among experts in various areas of school, child care, and health sectors, 6.) the enhancement of trust between the community, parent and teacher. Intended Beneficiaries: The parents, students, the school administration, school districts, licensed child care programs, the community and the state of Missouri. Subrecipient activities: The grant recipient plans to use a subrecipient to provide these workplan activities			
<b>BUDGET PERIOD</b> 10/01/2021 - 09/30/2023	<b>PROJECT PERIOD</b> 10/01/2021 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$514,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$514,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/30/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$514,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$514,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 7, Water Division R7 - Region 7 11201 Renner Boulevard Lenexa, KS 66219	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Deboraha K. Titus - Grants Management Officer			<b>DATE</b> 09/23/2021

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$514,000	\$514,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
<b>Allowable Project Cost</b>	<b>\$0</b>	<b>\$514,000</b>	<b>\$514,000</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.444 - Lead Testing in School and Child Care Program Drinking Water (SDWA 1464(d))	Safe Drinking Water Act: Sec. 1464(d)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2107KEX022	21	E4	07KE	000BM1	4110	-	-	\$514,000
									\$514,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$97,099
2. Fringe Benefits	\$61,765
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$34,052
6. Contractual	\$0
7. Construction	\$0
8. Other	\$290,899
9. Total Direct Charges	\$483,815
10. Indirect Costs: 0.00 % Base See NICA	\$30,185
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$514,000
12. Total Approved Assistance Amount	\$514,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$514,000
15. Total EPA Amount Awarded To Date	\$514,000

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): [RTPFC-grants@epa.gov](mailto:RTPFC-grants@epa.gov) and [R7Grants@epa.gov](mailto:R7Grants@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [R7Grants@epa.gov](mailto:R7Grants@epa.gov).

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [R7Grants@epa.gov](mailto:R7Grants@epa.gov).

Payment requests (if applicable): [RTPFC-grants@epa.gov](mailto:RTPFC-grants@epa.gov).

Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, Quality Assurance, workplan revisions, equipment lists, programmatic reports and deliverables, contact the Project Officer identified on the front of the assistance agreement.

### **B. Payment Frequency**

Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

## **Programmatic Conditions**

### **A. MAINTENANCE OF EFFORT REPORTING**

SDWA § 1464(d)(7) requires: "If resources are available to a State or local educational agency from any other Federal agency, a State, or a private foundation for testing for lead contamination in drinking water, the State or local educational agency shall demonstrate that the funds provided under this subsection will not displace those resources."

Accordingly, recipients must disclose the current level of funding or other resources available for the purpose of lead testing and sampling activities within their jurisdiction, excluding those in this grant award. Within 90 days of receipt of this agreement, the recipient must provide the following information to the EPA project officer identified on this award:

1. The sources and amounts of resources currently available from any other Federal agency, State, or private foundation for testing for lead contamination in drinking water; and
2. If different than 1., the level of such resources projected through the end of the current year of the award.

The recipient must provide updated information for each year of the award for the duration of the grant agreement. These updates must be included in the annual progress report due each October 31.

### **B. ADMINISTRATIVE COST LIMITATION**

Under the WIIN Act §2107, amending SDWA 1464(d), recipients may use up to 4% of the amount of federal funding for this grant agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$20,560. The total amount of indirect costs and any direct costs for the grant agreement administration by recipient paid for by EPA under the grant agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the grant recipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible grant agreement administrative costs subject to the 4% limitation include direct costs for:

1. Costs incurred to comply with the following provisions of the Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - A. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - B. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - C. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - D. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - E. Financial reporting under 2 CFR § 200.327.
  - F. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - G. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 4% limitation on direct administrative costs.

2. Pre-award costs for preparation of the proposal and application for this grant agreement (including the final workplan) are not allowable as direct costs but may be included in the recipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

A. The EPA has determined that the administrative cost limitation does not apply to "programmatic" costs, (i.e. costs for activities that are integral to achieving the purpose of the grant.

The limitation does not apply to direct costs of training. For example, costs for instructor salaries, program management salaries, materials (e.g. textbooks, equipment, and supplies), necessary travel and transportation expenses are programmatic, not administrative, to the extent that such costs are included in the scope of work as defined under the EPA's 3T's guidance.

B. Costs for performance reporting required under 2 CFR Parts 200 and 1500 and the terms and conditions of this agreement may be eligible programmatic costs as long as these costs are not included in the recipients indirect cost pool.

## C. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

### 1. Progress and Results Measures for Quarterly Reports

Grant recipients who provide testing and any technical assistance to facilities must report

an overall summary and the scope of the program coverage described . The profile should include communications as well, including notification timing, audience notified, and type of results shared.

A. On a quarterly schedule, recipients will report the following information for each facility receiving testing or technical assistance:

Information regarding the overall WIIN Lead Testing program and status of the program implementation including the name of the state or territory agency (or agencies) with oversight of the lead testing program; the start and end dates for the quarterly reporting period for the data collection report in mm/dd/yyyy format; the status of the program as an existing state/territory program with initiated activities and testing, or a newly implemented program using the grant funding; information on whether the state or territory has enacted specified action levels that are used for compliance with the Lead and Copper Rule through a regulation an action level more stringent than the level specified in the Lead and Copper Rule; and the level required to establish a baseline level of lead in parts per billion (ppb) for schools and/or child care facilities that will prompt follow-up activities, remediation, or replacement.

On a quarterly schedule, recipients will report the following information on the status of the program implementation within the recipient's jurisdiction:

- **Number of Schools Expected to Participate in the Lead Testing Program**, reflecting the total number of schools anticipated to test lead in drinking water (in fixtures, outlets, etc.) by the end of the current reporting quarter period.
- **Number of Child Care Facilities Expected to Participate** in the Lead Testing Program, reflecting the total number of child care facilities anticipated to test lead in drinking water (in fixtures, outlets, etc.) by the end of the current reporting quarter period.
- **Numbers of Schools Tested**, reflecting the number of schools that actually tested for lead in the

drinking water in their facilities and completed the testing during the reported quarterly period.

- **Numbers of Childcare Facilities Tested**, reflecting number of child care facilities that actually tested for lead in the drinking water in their facilities and completed the testing during the reported quarterly period.
- **Total Amount of WIIN Grant Funding Spent to Test for Lead Exposure in Drinking Water in Schools and/or Child Care Facilities**
- **Total Other Federal Dollars Spent to Test for Lead Exposure in Drinking Water in Schools and/or Child Care Facilities (if applicable)**
- **Total Non-Federal Dollars Spent to Test for Lead Exposure in Drinking Water in Schools and/or Child Care Facilities (if applicable)**
- **Population of Children Impacted by Testing Conducted**
- **Number of Schools and/or Child Care Facilities with Lead Detected in More Than 51% of Samples Collected (based on lab sample results)**
- **Number of Schools and/or Child Care Facilities with Lead Results that Exceeded the WIIN Lead Testing Program Baseline Level**
- **Number of Schools and/or Child Care Facilities with Plans for Remediation**
- **Number of Schools and/or Child Care Facilities with Plans for Replacement**
- Breakdown of Facilities Tested during the quarterly reporting period classified as determined by the U.S. Department of Education and respective state regulations: **Number of Public and Private Child Care Facilities; Number of Public, Charter, and Other Schools Tested**

## **B. Quarterly Facility Information Reporting Schedule**

Quarterly progress reports detailing the information above must be submitted to the EPA project officer no later than each December 31, March 31, June 30 and September 30 for the duration of the agreement.

Recipient progress report submissions will be accepted via CSV, EXCEL, XML format. Recipients will work with regional programmatic teams to implement the process of complying with reporting elements to implement the practice of completing the reporting criteria and delivery of the reporting information. For further details on the program and for regional contact information, go to [www.epa.gov/safewater/grants](http://www.epa.gov/safewater/grants).

## **2. Notification of Results**

As specified in the WIIN Act statute, recipients agree to make available a copy of the results of any testing for lead in drinking water carried out using grant funds, if applicable, in the school and child care program administration offices and, to the extent practicable, on the internet website of the local educational agency for inspection by the public; and notify parents, teachers, and employee organizations of the availability of the results. This notification will be made no more than 90 days from the completion of the initial lead testing conducted at each facility.

### 3. Annual Performance Reports

In addition to the quarterly facility reports, recipients must provide annual progress reports due to the EPA Project Officer each October 31. As noted above, these reports must include an update on the Maintenance of Effort. Further, in accordance with 2 CFR 200.328 and as specified in P.L.114-322, recipients agree to comply with the requests for data related to the use of the funds under Section 1464(d) of the Safe Drinking Water Act (SDWA). In addition, the States and the District of Columbia agree to provide in its report information regarding key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the Implementation Workplan; 2) the reasons for delays if established outputs or outcomes were not met; 3) any additional pertinent information on environmental/public health results pertaining to test for lead in drinking water in schools or child care facilities. These activities include the development and provision of training courses, roundtables, webinars, tools, other products, and outreach materials. For each of these activities, recipients must report on their outputs and outcomes such as the types of actions taken to reduce lead in drinking water in the tested facilities; the number of communities with increased information about the health effects of lead, the number of facilities implementing drinking water routine maintenance programs, the number of school and child care personnel that received training on lead in drinking water, and other outcomes that support protecting children from exposure to lead in drinking water. For further details and instructions on the process for submitting annual reports, including the format in which the elements are organized, go to [www.epa.gov/safewater/grants](http://www.epa.gov/safewater/grants).

### 4. Final Report

The final project report will include all categories of information required for quarterly reporting, including a final, detailed program description of the testing conducted. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including the successes and lessons learned for the entire project. The final report shall be submitted to the EPA Project Officer within 120 days after the project completion date or termination of the grant agreement. A format for the final report will be made available at [www.epa.gov/safewater/grants](http://www.epa.gov/safewater/grants)

## D. CYBERSECURITY CONDITION

### State Grant Cybersecurity

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.



(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **E. PROJECT COMPLETION**

Expected project completion is two years from the start date of the award, with an extension up to one year pending Project Officer approval.

## **F. QUALITY ASSURANCE**

### **QUALITY ASSURANCE PROJECT PLAN**

#### **Quality Assurance Project Plan**

In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least **[Insert 30/45/60]** days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

Prior to commencing any activities that include sample collection and analysis, first draw and flush sampling, the development of sampling plans, training in preparation of sampling, communication related to sampling efforts, and sampling after remediation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>

## **G. LABORATORY RESULTS**

All lead testing and sampling activities will be conducted through an accredited EPA or State recognized lead laboratory.

## **H. Competency Policy**

### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **I. Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### **J. Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338](#) Remedies for Noncompliance.