

	<p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p align="center">Grant Agreement</p>		GRANT NUMBER (FAIN): 98728517 MODIFICATION NUMBER: 0 PROGRAM CODE: K1	DATE OF AWARD 10/24/2023	
			TYPE OF ACTION New		MAILING DATE 10/27/2023
			PAYMENT METHOD: ASAP		ACH# 77760
			RECIPIENT TYPE: State		
RECIPIENT: Missouri Department of Health and Senior Services 920 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570 EIN: 44-6000987			PAYEE: Same as Recipient 920 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Jeff Wenzel 920 Wildwood Drive P.O. Box 570 Jefferson City, MO 65109 Email: Jeff.Wenzel@health.mo.gov Phone: 573-522-2101		Molly Schreiner 11201 Renner Boulevard, ARD/AGPP/GPPS Lenexa, KS 66219 Email: schreiner.molly@epa.gov Phone: 913-551-7228		LaToya Sappington Grants Management Office, MSD/RFMB/GRMS 11201 Renner Boulevard Lenexa, KS 66219 Email: sappington.latoya@epa.gov Phone: 913-551-7771	
PROJECT TITLE AND DESCRIPTION SIRG State Indoor Radon Grant See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2023 - 09/30/2026	PROJECT PERIOD 10/01/2023 - 09/30/2026	TOTAL BUDGET PERIOD COST \$1,322,621.00	TOTAL PROJECT PERIOD COST \$1,322,621.00		
<h3>NOTICE OF AWARD</h3> <p>Based on your Application dated 09/26/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$239,750.00. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$239,750.00. 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.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
U.S. EPA, Region 7, Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219			U.S. EPA, Region 7, Air & Radiation Division R7 - Region 7 11201 Renner Boulevard Lenexa, KS 66219		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Whitney Rawls - Grants Management Official				DATE 10/24/2023	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$239,750	\$239,750
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	\$529,048	\$529,048
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$768,798	\$768,798

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.032 - State Indoor Radon Grants	Indoor Radon Abatement Act: Sec 306 & Consolidated Appropriations Act of 2006 (PL 109-54)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2407LDX001	23	E1	07L3	000A05	4164	-	-	\$239,750
									\$239,750

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$179,580
2. Fringe Benefits	\$122,562
3. Travel	\$89,223
4. Equipment	\$0
5. Supplies	\$200,915
6. Contractual	\$375,000
7. Construction	\$0
8. Other	\$292,493
9. Total Direct Charges	\$1,259,773
10. Indirect Costs: 0.00 % Base See NICA	\$62,848
11. Total (Share: Recipient <u>40.00</u> % Federal <u>60.00</u> %)	\$1,322,621
12. Total Approved Assistance Amount	\$793,573
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$239,750
15. Total EPA Amount Awarded To Date	\$239,750

Attachment 1 - Project Description

The agreement provides funding to Missouri Department of Health and Senior Services. The purpose of this Toxic Substances Control Act (TSCA) § 306 funded grant is to provide radon risk reduction that will result in increased radon testing, mitigation, and radon resistant new construction. Specifically, the recipient will raise awareness among contractors, so they are familiar with RRNC and building radon-resistant homes; increased realtor knowledge of radon; and increased awareness of radon and increased radon testing and mitigation among home buyers. The activities include implementing a state or tribal radon program designed to support of radon related projects in homes, schools, and or other buildings, including:

- 1) designing public information outreach, education: (a) programs to control radon in existing and new structures and (b) demonstration of radon mitigation methods and technologies
- 2) providing training and technical support;
- 3) expanding radon testing, mitigation, and data collection in new and existing structures; and
- 4) identifying and spreading best practices for building homes and buildings radon resistant and adopting radon in building codes.

Missouri will address Radon Resistant New Construction (RRNC) by attending builders/home shows, contractor safety conferences, offering educational workshops at building supply stores, reaching out to contractor unions, and providing information on radon resistant new construction; address testing and mitigation in conjunction with residential real estate transfers; start to develop radon programs in high-risk areas; address activities that improve the effectiveness of radon data collection to develop locality-specific classifications of risk; start to develop coalitions that work in partnership in radon risk reduction; promote the testing and mitigation of schools; and Implement innovative radon awareness outreach activities.

The anticipated deliverables include addressing Radon Resistant New Construction (RRNC) by attending builders/home shows, contractor safety conferences, offering educational workshops at building supply stores, reaching out to contractor unions, and providing information on radon resistant new construction; addressing testing and mitigation in conjunction with residential real estate transfers; starting to develop radon programs in high-risk areas; address activities that improve the effectiveness of radon data collection to develop locality-specific classifications of risk; start to develop coalitions that work in partnership in radon risk reduction; promote the testing and mitigation of schools; and Implement innovative radon awareness outreach activities.

The expected outcomes include the number of contractors and municipalities provided with information on RRNC, the number of materials distributed addressing RRNC, and any new jurisdictions that adopt Appendix F - International Residential Building Code; the number of realtors who attend the radon in real estate workshops contracted through the American Lung Association; radon dashboard map, produced and maintained through collaboration

with EPHT, to identify higher radon risk areas throughout the state based on radon test results and help educate the public; radon dashboard and geological mapping will provide the ability to categorize areas for risk of radon exposure and allow for targeted outreach in specific areas of need; increased collaborations with partners throughout the state; reports generated will be used by program staff to measure the effectiveness of our current outreach and whether we are meeting program goals; test at least five schools per year, and to encourage schools to coordinate with our program to be retested when it is appropriate; and greater physician awareness will increase the outreach they perform with their patients which will result in an increase in public awareness and interest in testing.

The intended beneficiaries include residents of the state of Missouri.

No subawards are included in this assistance agreement.

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-october-1-2023-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 and R7Grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): R7Grants@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: R7Grants@epa.gov
- Payment requests (if applicable): 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. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Grant-Specific Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT (Updated 11/12/2020)

Performance Reporting – Recommended Format

The recipient shall submit grant results using the recommended SIRG reporting template to the primary regional radon program coordinator and/or regional project officer by the deadline specified on the template. EPA Regions may require quarterly, biannual, or annual reporting. Therefore, the EPA Region will share the applicable SIRG reporting template with the recipient.

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

For State Categorical Program Grants Only: Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: (1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on September 30th. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

B. 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 200.332(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.

C. Pre-Award Costs

In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from October 1st, 2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget.

D. Public List

IRAA Section 306(h)(3) requires that state grant recipients shall "...maintain, and make available to the public, a list of firms and individuals within the State that have received a passing rating under the Environmental Protection Agency proficiency rating program referred to in Section 305(a)(2) of this title." When EPA discontinued the Radon Proficiency Program, two organizations were identified to certify radon service providers -- the National Radon Proficiency Program (NRPP; formally affiliated with the National Environmental Health Association) and the National Radon Safety Board (NRSB). As specified in the "State and Tribal Indoor Radon Grants Program Guidance and Handbook (January 2005; page 11)," in the absence of an existing state-run process established under a state's regulatory requirements for credentialing of radon service providers (e.g., state license), the required public list shall only be satisfied by referring consumers to the two currently recognized, national radon proficiency programs, NRPP and NRSB. This information is available on EPA's Radon Measurement and Mitigation Professional webpage: <https://www.epa.gov/radon/find-radon-test-kit-or-measurement-and-mitigation-professional>.

E. Guidelines

Recipients should refer to EPA's State and Tribal Indoor Radon Grants Program Guidance and Handbook for guidance on SIRG program eligibility, allowable costs, and other program implementation information. It is available at: https://www.epa.gov/sites/production/files/2014-08/documents/guidance_and_handbook.pdf.

F. Limitations

IRAA, Section 306(i)(3) "Limitations" prohibits recipients from expending more than 25 percent of grant funds received in a Federal fiscal year on general overhead and program administration. The recipient agrees to track its expenditures to determine compliance with the statutory budget limitation.

IRAA Section 306(i)(2) "Limitations" prohibits recipients from expending more than 50 percent of grant funds received in a Federal fiscal year for the purchase of measurement equipment or devices and demonstration projects in the aggregate.

The recipient agrees to track its expenditures to determine compliance with the statutory budget limitation.

G. 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.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. 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 <https://www.fgdc.gov/>.

I. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents. **The recipient must submit a QAPP within 60 days after the award has been given to the recipient.**

1. Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the recipient must:
 - i. Develop a QAPP,
 - ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,
 - iii. Submit the document for EPA review, and
 - iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

J. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Missouri Department of Health and Senior Services received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>