

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 97757701 MODIFICATION NUMBER: 0 PROGRAM CODE: V	DATE OF AWARD 08/15/2016
		TYPE OF ACTION New	MAILING DATE 08/22/2016
		PAYMENT METHOD: ASAP	ACH# 77760
		RECIPIENT TYPE: State	
RECIPIENT: Missouri Department of Health and Senior Services 912 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570 EIN: ██████████		PAYEE: Same as Recipient 912 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570	
PROJECT MANAGER Jonathan Garoutte 920 Wildwood, P.O. Box 570 Jefferson City, MO 65102-0570 E-Mail: jonathan.garoutte@health.mo.gov Phone: 573-751-6079	EPA PROJECT OFFICER Ina Square 11201 Renner Boulevard, SUPR/IO Lenexa, KS 66219 E-Mail: Square.Ina@epamail.epa.gov Phone: 913-551-7357	EPA GRANT SPECIALIST Christine Schmaltz Grants Management Office, PLMG/RFMB/GRMS E-Mail: Schmaltz.Christine@epamail.epa.gov Phone: 913-551-7116	
PROJECT TITLE AND DESCRIPTION Madison County Superfund Voluntary Institutional Controls Pilot Funding provided by this cooperative agreement will enable the Missouri Department of Health and Senior Services to participate in the development of a Voluntary Institutional Control pilot program in order to prevent lead poisoning through proactive interventions such as a community based voluntary institutional control plan to facilitate community control of soil contamination reduction activities. This funding will also enable active participation by the Missouri Department of Health and Senior Services with the Madison County Health Department in the development of training modules for professionals and citizens to help implement the practices of the voluntary institutional control plan. This is a partial award of Federal funds. Full funding will be provided at a later date.			
BUDGET PERIOD 10/01/2016 - 09/30/2019	PROJECT PERIOD 10/01/2016 - 09/30/2019	TOTAL BUDGET PERIOD COST \$262,101.00	TOTAL PROJECT PERIOD COST \$262,101.00
NOTICE OF AWARD			
Based on your Application dated 07/14/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$87,367. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$87,367. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		ORGANIZATION / ADDRESS U.S. EPA, Region 7 Superfund Division 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 Deborah K. Titus - Grants Management Officer			DATE 08/15/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 87,367	\$ 87,367
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 87,367	\$ 87,367

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
MAD CNTY	167AW96167	16	T	7AW0R	303DD2	4185	07LTRA03	C002	87,367
									87,367

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$5,526
2. Fringe Benefits	\$2,763
3. Travel	\$1,938
4. Equipment	\$0
5. Supplies	\$66
6. Contractual	\$0
7. Construction	\$0
8. Other	\$249,852
9. Total Direct Charges	\$260,145
10. Indirect Costs: % Base <u>See NICA</u>	\$1,956
11. Total (Share: Recipient <u>0.00 %</u> Federal <u>100.00 %</u>.)	\$262,101
12. Total Approved Assistance Amount	\$262,101
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$87,367
15. Total EPA Amount Awarded To Date	\$87,367

Administrative Conditions

1. 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-march-29-2016-or-later>.

These terms and conditions are in addition to the assurances and certifications made as 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:

<http://www.epa.gov/grants/grant-terms-and-conditions>

2. 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.

3. Intergovernmental Review

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the recipient may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed. This includes successful resolution of any issues identified during the comment period. The recipient must provide evidence of submission of the project for intergovernmental review. This submission must be sent by email to the EPA Grants Specialist with a courtesy copy to the Project Officer. The comment period will end 60 days from the aforementioned submission, or 9/30/16.

4. Indirect Costs

Recipient agrees indirect costs are included in the approved budget for budgeting purposes only. These costs **may not be requested for reimbursement** until an indirect cost rate proposal has been submitted to your cognizant federal agency for review and approval. The Recipient agrees that if an indirect cost rate proposal is not submitted to the cognizant federal agency and/or if a current approved indirect cost rate is not received, these costs will be deobligated from the approved budget at the end of the budget & project period. Recipient agrees differences between their provisional rates and final rates which are greater than the indirect costs approved in the grant budget may not be charged to the assistance agreement without EPA approval.

5. DBE Reporting Requirements

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **EPA R7 Grants Specialist listed on the award** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to **R7Grants@epa.gov**. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objective/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR)** as follows:

Missouri	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **MDNR**.

Negotiating Fair Share Objective/Goals, 40 CFR. Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

1. Benefit Only the State and EPA

This Agreement is intended to benefit only the State and the EPA. It extends no benefit or rights to any part not a signatory to this Agreement. In addition, EPA does not assume any rights to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. Section 1346(b), 2671-2680. To the extent permitted by State law, the State does not assume liability to any third parties with respect to losses due to bodily injury or property damage .

2. Consistency with CERCLA

Where State laws or other restrictions may prevent the State from acting consistent with CERCLA, as amended by SARA, the State agrees to promptly notify and consult with EPA regarding the use of such laws or other restrictions.

3. Cost Recovery

The EPA and the State agree that they will cooperate and coordinate in efforts to recover their respective costs of response actions taken at the site described herein, including the negotiation of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, excepting any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation.

4. Grant vs Cooperative Agreement

A cooperative agreement is being awarded as defined under the statutory authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, herein referred to as CERCLA. The regulations in 40 CFR Part 35 Subpart O codify recipient requirements for administering CERCLA-funded Cooperative Agreements. Within the regulations a Cooperative Agreement is defined as a legal instrument EPA uses to transfer money, property, services, or anything of value to a recipient to accomplish a public purpose in which substantial EPA involvement is anticipated during the performance of the project.

The Environmental Protection Agency's (EPA) responsibilities under CERCLA cooperative agreements would include increased monitoring, joint operational involvement, participation, and/or collaboration between EPA and the recipient. In addition, the National Contingency Plan (NCP) requires state involvement in response actions. This programmatic term and condition is being added to provide documentation for selection of a cooperative agreement. The awarding of a cooperative agreement will meet the statutory requirements of CERCLA, the 40 CFR Part 35 Subpart O regulations and the intent of the NCP by ensuring state involvement in response actions.

5. Performance Reporting

Recipient agrees to provide the following progress reports:

Quarterly progress reports and a final progress report on all activities identified in the workplan in accordance with 40 CFR 35.6650. These reports will contain at a minimum:

- a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. For pre-remedial Cooperative Agreements, the report must include a list of the site-specific products completed and the estimated number of technical hours spent to complete each product;
- b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies;
- c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies. For remedial, enforcement, and removal reports, the comparison must be on a per task basis; and
- d) an estimate of the time and funds needed to complete the work required in the Cooperative Agreement, a comparison of that estimate to the time and funds remaining, and a justification for any increase.

The **quarterly** progress reports shall be due no later than 30 or 60 days after the end of each quarter; the final progress report is due 90 days after the expiration or termination of the cooperative agreement. The progress reports are to be submitted electronically to the EPA Project Officer via e-mail or a CD.

6. VCP NO Fee

The recipient may not use any funds under this agreement to pay for, in whole or in part, any fees or expenses that the recipient may lawfully require of a participant in the recipient's voluntary cleanup program or other program(s) for state oversight of private remediation. Nothing in this subsection prohibits the recipient from waiving such fees or expenses under its lawful authority, but in such cases no funds may be used to compensate or offset the recipient's loss of revenue for said waiver.

7. Relationship of Agency

Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of Agency between EPA and Madison County. Any standards, procedures, or protocols prescribed in this Agreement to be followed by Madison County during the performance of its obligations under this Agreement are to assure the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of Madison County. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the Madison County in any matter relating to this Agreement, and the Madison County (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to this Agreement. Neither EPA nor the Madison County shall be liable for the contracts, acts, errors, or omissions of the agency, employees, or contractors of the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.

8. 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. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

9. 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.

10. Cybersecurity Requirements

(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 or Tribal 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) no later than 90 days after the date of this award 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.

11. Subawards:

Madison County 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.

Madison County 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.