

EXTENSION FOUNDATION

Extension Foundation
c/o Bryan Cave, LLP
One Kansas City Place
1200 Main Street, Suite 3800
Kansas City, MO 64105-2122
www.extension.org

December 20, 2021
Jesse Bamba
University of Guam
303 University Drive
Mangilao, Guam 96923

Dear Mr. Bamba,

Congratulations! Your application for the Pesticide Safety Education Funds Management Program (PSEFMP) has been approved for funding. Your sub-award, University of Guam PSEP 2022 has been approved for \$17,025.00

The effective dates of your sub-award are January 1, 2022 - December 31, 2022. The ExF project number assigned to your project is SA-2022-20, please keep this number for your records. During the course of your project you will need to submit progress reports at six month intervals. The dates for submissions of these reports will be July 31, 2022 and January 31, 2023. The progress report template is located in the Survey Monkey Apply site. The Survey Monkey Apply site will also be where you will submit the report. During your project, your primary contact will be Tira Adelman.

Public announcements of all sub-award recipients will be made by the eXtension Foundation on February 1, 2022. Therefore we ask that you please not make any public mention that you are in receipt of this sub-award until after this date.

In order to receive disbursement of your funds please provide, or have your Office of Sponsored Programs provide, an IRS W9 form and Automated Clearing House (ACH) or bank account information. These documents can be emailed to Tira Adelman at tiraadelman@extension.org. Disbursement of your funds will be between January 3 - 15, 2022.

If you have any questions or concerns please contact Tira at tiraadelman@extension.org.

We look forward to working with you.

Sincerely,



Beverly Coberly,
COO Extension Foundation

Educational programs of Extension Foundation serve all people regardless of race, color, age, sex, religion, disability, national origin, or sexual orientation.

Extension Foundation is a partnership of the United States Department of Agriculture – National Institute of Food and Agriculture (USDA-NIFA)

Application: 0000000020

Jesse Bamba - jbamba@triton.uog.edu

2022 Pesticide Safety Education Funds Management Program (PSEFMP) Grant

Institutional and Contact Information

Completed - Oct 14 2021

Institutional and Contact Information

Institutional and Contact Information

Institutional Information

Institution	University of Guam
State/Territory	Guam
Project/Program Title	University of Guam PSEP 2022

Principal Investigator (PI) and/or PSEP Coordinator Contact Information

Name	Jesse Bamba
Title	Extension Agent II
Address	303 University Drive UOG Station Mangilao, Guam 96923 USA
City	Mangilao
State/Territory	Guam
Zip Code	96923
Phone	6717352091
Email	jbamba@triton.uog.edu

Is the PI listed above, some one other than the PSEP Coordinator?

If yes, please select yes and provide the contact information for the PSEP Coordinator.

If no, please select no and proceed to the next section of the application.

No

Sub-award Work

Completed - Oct 14 2021

Sub-award Work

Project/Program Goals and Evaluation

Goals

Choose one (1) goal/learning objective from the list below that efforts funded by this grant will address. Remember that goals are action oriented and measurable. Goals are an anticipated projection and depending on circumstances and pressing issues may change throughout the course of the funding cycle. Please modify as needed to suit your program.

Improve the quality of applicator training materials and classes.

Evaluation

How do you plan to evaluate the efforts and deliverable(s) developed with these funds? Please choose one:

Peer review of deliverables developed

Deliverable(s)

In this section please choose at least one (1) deliverable to be used in your program such as a fact sheet, a brochure, or Powerpoint presentation. Applicants can choose to enhance a product they already have or create something new.

Topic Area

Other

Specify Other

Update Guam fruit and vegetable Pesticide guide.

Deliverable

Please choose one:

	Deliverable to develop and/or enhance	Description
Brochure	✗	
Fact Sheet	✗	
Poster	✗	
PowerPoint	✗	
Webinars/Presentation	✗	
Video	✗	
Manual	✗	
Online Tool	✗	
Mobile Tool	✗	
Practice Exams	✗	
Face-to-face Training	✗	
Instructions and/or Handout	✗	
Recordkeeping Tool	✗	
Other	✓	1. Update Guam fruit and vegetable Pesticide guide.

Collaboration

Would you be willing to collaborate with other PSEPs?

No

Please identify other PSEPs that you would like to collaborate with.

(No response)

Will you be submitting a multi-PSEP shared deliverable on the Box.com site?

Please be sure to describe in detail the above to justify a multi-PSEP shared deliverable. (A shared deliverable should be a significant product).

(No response)

Budget

Completed - Oct 14 2021

Budget

Each PSEP will be eligible to apply for a base amount of \$17,025.00 USD plus 5% of the funds have been divided proportionately based on the percentage of the number of certified applicators in each state or territory. The number of certified applicators in a state or territory will be based on the most recent figures of certified applicators as supplied by the EPA. Total amount available to the state or territory will be listed below. **(PLEASE DO NOT USE COMMAS IN YOUR FIGURES)**

Select your State/Territory

Guam

Personel Costs

Salary	10000
Fringe Benefits	2600
TOTAL PERSONNEL COSTS	12600

Direct Costs

Equipment	0
Supplies	400
Travel	4025
Other Direct Costs	0
TOTAL DIRECT COSTS	4425

TOTAL INDIRECT COSTS (Indirect costs should be based on your pre-negotiated federal rate. Your institution has the option to reduce or waive the indirect cost rate.)

\$ 0

Maximum \$17,025

<u>GRAND TOTAL</u>	17025
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Budget Justifications - The budget justification is a categorical description of the proposed costs. Generally, it explains staffing and supply/service consumption patterns, the methods used to estimate/calculate (including escalation or inflation factors) and other details such as lists of items that make up the total costs for a category. The budget justification should address each of the major cost categories (salaries, fringe benefits, equipment, travel, supplies, other direct costs and indirect costs). Participant support costs are not allowed. These include costs for items as such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of non-employee participants for training.

Please provide detailed justifications for the proposed budget.

Personal Cost

Salary and fringe benefits- Part-time is employee needed to assist with formatting the updated Guam Fruit and Vegetable Pesticide guide for PSEP.

Direct cost

Supplies - Office supplies

Travel - To attend the mandatory regional pesticide safety education program (PSEP) workshop in the United States of America.

Office of Sponsored Programs Information

Completed - Oct 20 2021

Office of Sponsored Programs Information

In this section applicants should provide contact information for their institution's Office of Sponsored Programs.

Office of Sponsored Programs Contact Information

Name:	Lee S. Yudin, PhD
Title:	Dean/Director of the College of Natural & Applied Sciences
Address:	UOG Station Mangilao, Guam 96923 USA
Phone:	6717352002
Email:	lyudin@triton.uog.edu
Website:	www.uog.edu

Audit Information

Please provide the date of the last A133 Audit

2020

Please attach a copy of the last A133 Audit here

[UOG_COMP_2020_FINAL_033021.pdf](#)

Filename: UOG_COMP_2020_FINAL_033021.pdf **Size:** 1.5 MB

Please attach a copy of your institution's Indirect Cost Rate agreement

[IC rate FY20 to FY2024.pdf](#)

Filename: IC rate FY20 to FY2024.pdf **Size:** 96.0 kB

PSEP Program Commitments

Completed - Oct 14 2021

PSEFMP Sub-awardee Program Commitments

PSEFMP Sub-award Requirements

I agree to report on the progress of my project every six (6) months using this online system. Reports will be due on July 31, 2022 and January 31, 2023. Failure to submit these report will put the sub-awardee in breach of the sub-award agreement.

Agree

I agree to submit the deliverable(s) selected in this application upon completion of the 2022 PSEFMP funding sub-award period. Failure to submit the deliverable(s) will put the sub-awardee in breach of the sub-award agreement.

Agree

Subrecipients must attend a minimum of one of the following 1-hour training webinars as part of this program for reporting system training and professional development. Anticipated dates are: May 6, 2022 at 1 pm EST, July 13, 2022 at 2 pm EST, September 30, 2022 at 3 pm EST and December 2, 2022 at 3 pm EST.

I agree to attend one of these programs

Agree

Sub-awardees are encouraged to participate in one of the following optional professional development opportunities.

Please choose one:

Attend a Regional Pesticide Safety Education Program (PSEP) workshop

Upload Signed Subaward Agreement

Completed - Nov 3 2021

In order to complete the subaward, please download the entire application. To download the complete application, please go to the beginning screen of the application. On the right side of the screen, click on the three dot icon and select download. This will download the entire application. If you want to download only a specific section, simply go to that specific section and click the three dot icon.

You must download, sign and upload the [Subaward Agreement](#) in order to submit your application.

subaward signed 2022

Filename: subaward_signed_2022.pdf **Size:** 329.9 kB

EXTENSION FOUNDATION

Subaward Agreement

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SUBAWARDEE INFORMATION:

See Subawardee Information Section of the application

EXTENSION INFORMATION:

Extension Foundation
c/o Bryan Cave LLP
One Kansas City Place
1200 Main Street, Suite 3800
Kansas City, MO 64105-2122

Contact name: Beverly Coberly

Title: Chief Operating Officer

Telephone: _____

Email: contracts@extension.org

Extension Foundation ("eXtension") is a Missouri nonprofit corporation and an IRC § 501(c)(3) public charity.

PRIME AWARD INFORMATION:

See Exhibits A and B.

SUBAWARD INFORMATION:

See the Subaward Information, Budget, and PSEP Commitments sections of the application for details regarding the subaward ("Subaward") being made under the Prime Award and work to be performed by Subawardee ("Work"). Cost reimbursement will be made by Extension as an advanced lump sum payment, unless your institution has been debarred or has an unresolved material finding contained in its most recent single audit report.

LICENSED WORK PRODUCT:

See the Licensed Work Product section of the application for any Work Product to be licensed by Extension pursuant to Section 6.2 of the attached Terms and Conditions

TERM/TERMINATION:

The effective date of this Agreement

January 1, 2022 (01/01/2022)

The termination date of this Agreement

December 31, 2022 (12/31/2022)

Please refer to Section 3 and 4 of the attached Terms and Conditions for Term/Termination guidelines

AGREEMENT:

Extension agrees to award the Subaward to Subawardee and engage Subawardee to perform the Work, and Subawardee agrees to accept the Subaward and perform the Work, in accordance with this Subaward Agreement (including any attached documents) and the attached Terms and Conditions (together, "Agreement").

SIGNATURES:

By signing below, Subawardee and Extension each acknowledges that it has read and understands, and agrees to be legally bound by, this Agreement.

SUBAWARDEE

By: _____

Name: Dr. Lee Yudin

Title: Dean/Director College of Natural & Applied Sciences

Date: 11/3/2021

EXTENSION FOUNDATION

By: Beverly Coberly

Name: Beverly Coberly

Title: Chief Operating Officer

Date: 12/19/2021

nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration. In the event of early termination, total payments to the Subawardee shall be no less than all cost incurred and non-cancellable commitments up to and including termination date, not to exceed total amount agreed upon.

SECTION 5. RECORDS; INSPECTIONS AND AUDITS

5.1 Records Retention. Subawardee will maintain complete and accurate records regarding the Work performed and associated transactions, and will retain those records for at least three years from the date of Subawardee's final report to Extension. If any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action is taken.

5.2 Right to Inspect and Audit. Subawardee agrees that Extension or Prime Sponsor, through its employees, representatives and agents, will have the right to (a) audit and examine during normal business hours all books, documents, papers and records of Subawardee relating to this Agreement, the Work or receipts and disbursements of funds hereunder and (b) interview any Subawardee Personnel to confirm compliance with this Agreement. Subawardee will cooperate with and assist Extension or Prime Sponsor in carrying out any inspection, audit or interview, including making Subawardee Personnel available to Extension or Prime Sponsor.

5.3 Other Audit Requirements. Subawardee agrees to comply with all Federal audit requirements, including the single audit requirements of 2 C.F.R. part 200, and 45 C.F.R. 74.26(d), as applicable. Subawardee further agrees to provide Extension with copies of any independent auditors' reports that bear directly on the performance or administration of this Agreement. In the event any audit report evidences non-compliance by Subawardee, Subawardee will provide Extension with copies of its responses to such auditors' reports and its plan for corrective action.

SECTION 6. INTELLECTUAL AND OTHER PROPERTY.

6.1 Ownership by Subawardee. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, and all other rights (collectively, "Intellectual Property Rights"), in and to all documents, work product, content and other materials that are created by or on behalf of Subawardee in the course of performing the Work (collectively, "Work Product") will be owned by Subawardee. Nothing in this Agreement is intended to reduce, limit, or restrict any rights arising from fair use, first sale, or other limitations on the exclusive rights of Subawardee with respect to Work Product under applicable laws.

6.2 Grant of License to Extension. Subawardee hereby grants Extension a license to all Work Product, if any, described in Licensed Work Product, including using, reproducing, preparing derivative works, distributing, publicly displaying, transmitting, and publicly performing all Licensed Work Product, free of charge and on a non-exclusive, worldwide, transferable, fully paid-up, royalty-free and perpetual basis, to the extent necessary or appropriate to enable Extension to make non-commercial use of the Licensed Work Product in furtherance of the mission of eXtension and in all manner consistent with Extension's Terms of Use (www.extension.org/main/terms_of_use) in all current and future media and formats, subject to the inclusions of appropriate notices of copyright, trademark and other proprietary rights in the Licensed Work Product. Subawardee further grants Extension a license to the Intellectual Property Rights in and to the Licensed Work Product to the extent necessary to enable Extension to exercise all rights licensed to it under this Agreement.

6.3 Government Funding. Each party understands and acknowledges that the Work Product may have been or may be in the future conceived or first actually reduced to practice with funding

from the U.S. or state government(s). All rights and obligations hereunder are limited by and subject to the rights and requirements of the government which may attach as a result of such funding, including as set forth in 2 C.F.R. 200.315, 35 U.S.C. §§200 et al., 37 C.F.R. §401 et al. or other applicable law. The terms of this Agreement are subject to, and each party agrees to comply and enable the other party to comply with, the provisions of such applicable law, including any reporting requirements.

SECTION 7. REPRESENTATIONS, AND COVENANTS. Subawardee represents, and covenants to Extension as follows:

7.1 Performance. All Work performed by Subawardee will be performed, with professional diligence and skill, and using sound and professional principles and practices in accordance with academic or industry standards as applicable.

7.2 No Infringement. (a) the Work Product is the original creation of Subawardee and is not the product of copying of the property or creation of any third party; (b) to Subawardee's knowledge, the Work Product does not infringe upon the patents, trademarks, trade secrets or other proprietary rights of any third party; and (c) Subawardee's execution and performance of this Agreement does not and will not violate the legal or contractual rights of any third party.

7.3 Compliance. Subawardee will observe and comply with all Federal, state and local laws, ordinances, codes, regulations, rules, standards, policies, guidelines, and orders that may apply to its performance of the Work. Subawardee will obtain, at its expense and as part of the price for the Work, all required government licenses, permits, and approvals for the performance of the Work.

7.4 Program Income. To the extent applicable, Subawardee will comply with all applicable requirements governing program income reporting and disposition imposed by the Prime Sponsor.

7.5 Power and Authority. Subawardee has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Subawardee, enforceable against Subawardee in accordance with its terms.

7.6 Insurance. Subawardee will maintain in effect (a) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Work, and (b) comprehensive general liability insurance, including contractual liability, with coverage limits that are consistent with those typically maintained by comparable businesses in Subawardee's industry performing similar services. If Subawardee is a public university, it may self-insure as to any of the foregoing required insurance coverages.

SECTION 8. GENERAL PROVISIONS.

8.1 Binding Nature of Agreement. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.

8.2 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors, permitted assigns, heirs and personal representatives, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

8.3 No Exclusive Agreement. This is not an exclusive agreement. Extension is free to engage others, and Subawardee is free to accept engagement by others, to perform work the same as or similar to the Work.

8.4 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered (a) in person, (b) by overnight courier service, upon written confirmation of receipt, (c) by certified or registered mail, with proof of delivery, (d) by facsimile transmission with confirmation of receipt, or (e) by email, with confirmation of receipt, using the recipient party's address, facsimile number or email address set forth in the Subaward Agreement. A party may change its address, facsimile number or email address by notice to the other party in accordance with this section.

Exhibit A
Prime Sponsor Requirements
(EPA)

Good Faith Efforts. Subawardee agrees to make all required good faith efforts to include disadvantaged business entities (DBEs) in procurement activities pursuant to Section C of the Prime Award and 40 C.F.R. § 33.301. Specifically, Subawardee must:

(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.

Data Security. If Subawardee's network or information system is connected to EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange, Subawardee must comply with the cybersecurity protections set forth in Section F(b)(1) of the Programmatic Conditions of the Prime Award. Subawardee agrees to contact the EPA Project Officer no later than 90 days after the date of the Prime Award as required by Section F(b)(1) of the Prime 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.

Information Access. Subawardee agrees to timely comply with all requests for information necessary for Extension to comply with Subaward monitoring requirements, including (a) summaries of results of reviews of financial and programmatic reports, (b) summaries of findings from site visits or desk reviews to ensure effective Subawardee performance, (c) environmental results Subawardee achieved, (d) summaries of audit findings and related Extension management decisions, and (e) actions Extension has taken to correct deficiencies, such as those specified at 2 C.F.R. §§ 200.331(e), 200.207, and the 2 C.F.R. Part 200.338 Remedies for Noncompliance.

Federal Requirements. Subawardee agrees to comply with all requirements that apply to the Subaward, including but not limited to: (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable; (b) reporting subawards and executive compensation under the Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of Extension's agreement with EPA entitled "Reporting Subawards and Executive Compensation;" (c) limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Condition of Extension's agreement with the EPA entitled "Consultant Fee Cap;" (d) the EPA's prohibition on paying management fees as set forth in the General Condition of the Extension's agreement with the EPA entitled "Management Fees;" and (e) the procurement standards in 2 CFR Part 200, including those requiring competition when Subawardee acquires goods and services from contractors (including consultants).

Suspension and Debarment. Subawardee must fully comply with applicable regulations relating to association with suspended or debarred persons and entities, including Subpart C of 2 CFR part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR part 1532, for any "covered transactions" as defined by 2 CFR part 180, Subpart B.

Lobbying Restrictions.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (40 CFR Part 34, Appendix A)


Subawardee certifies, to the best of Subawardee's knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subawardee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subawardee must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EPA General Terms and Conditions ¶ 30.

(a) The chief executive officer of Subawardee must ensure that no grant funds awarded under Prime Award are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. Subrecipient

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 83698001	DATE OF AWARD
		MODIFICATION NUMBER: 4	08/03/2021
		PROGRAM CODE: X8	MAILING DATE
		TYPE OF ACTION Augmentation: Increase	08/10/2021
		PAYMENT METHOD: ASAP	ACH# pend
RECIPIENT TYPE: Not for Profit		Send Payment Request to: Contact RTPFC at rtpfc-grants@epa.gov	
RECIPIENT: Extension Foundation 1028 Jackson Rd. Covington, KY 41011-1912 EIN: 20-4781422		PAYEE: Chief Financial Officer Extension Foundation 1200 Main Street, Suite 3800 Kansas City, MO 64105-2122	
PROJECT MANAGER Christine Geith Extension Foundation 1200 Main Street, Suite 3800 Kansas City, MO 64105-2122 E-Mail: christinegeith@extension.org Phone: 866-990-9872		EPA PROJECT OFFICER Ryne Yarger 2777 S Crystal Drive, 7506P Arlington, VA 22202 E-Mail: yarger.ryne@epa.gov Phone: 703-605-1193	EPA GRANT SPECIALIST Brandon EPierce 1200 Pennsylvania Ave NW, 3903R Washington, DC 20460 E-Mail: pierce.brandon@epa.gov Phone: 202-564-2972
PROJECT TITLE AND EXPLANATION OF CHANGES Powered Up: An Advanced PSEFMP Management System To establish and administer a national subaward program in support of pesticide applicator education and training for certified applicators of restricted use pesticides. Incremental Amendment			
BUDGET PERIOD 08/01/2017 - 07/31/2022	PROJECT PERIOD 08/01/2017 - 07/31/2022	TOTAL BUDGET PERIOD COST \$5,500,000.00	TOTAL PROJECT PERIOD COST \$5,500,000.00
NOTICE OF AWARD Based on your Application dated 12/21/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,000,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$5,500,000.00. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460		ORGANIZATION / ADDRESS Environmental Protection Agency, Grants and Interagency Agreement OCSPP - Office of Chemical Safety and Pollution Prevention 1200 Pennsylvania Ave, NW Washington, DC 20460	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Jill Young - Chief - Grants Management Branch Barbara Proctor - Associate Award Official			DATE 08/03/2021

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$460,460
2. Fringe Benefits	\$143,628
3. Travel	\$10,200
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$121,310
7. Construction	\$0
8. Other	\$4,703,994
9. Total Direct Charges	\$5,439,592
10. Indirect Costs: 10.00 % Base See Terms and Conditions	\$60,408
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	\$5,500,000
12. Total Approved Assistance Amount	\$5,500,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,000,000
15. Total EPA Amount Awarded To Date	\$5,500,000

specialized skills who are paid at a daily or hourly rate. As of January 1, 2021, the limit is \$661.23 per day and \$82.65 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

E. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The

Programmatic Conditions

A. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(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.

All Other Programmatic Conditions Remain the Same