



EPA Grant Terms & Conditions for Fiscal Year 2024

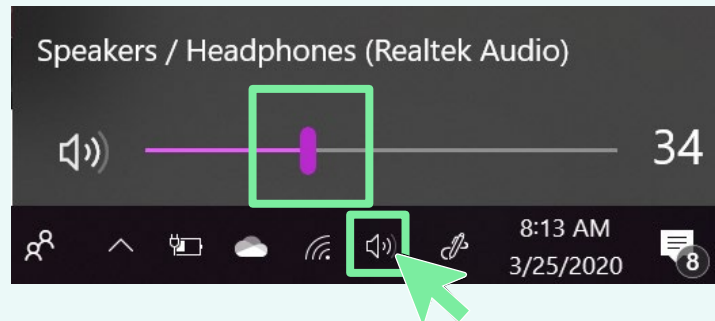
**Office of Grants and Debarment
National Policy, Training, and Compliance Division**

Housekeeping

Meeting Audio

- ✓ Attendees must use **Device Audio** (computer, headset, tablet, or smart phone)
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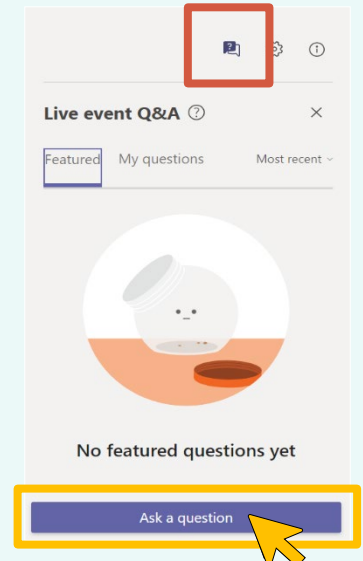
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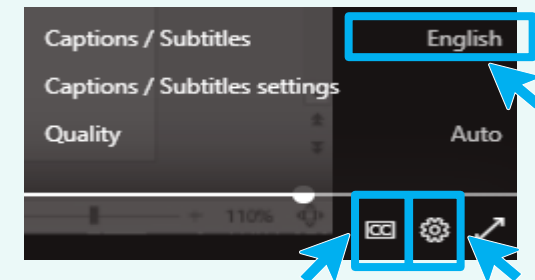


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This webinar will be recorded and posted to the EPA Grants website:
<https://www.epa.gov/grants/epa-grants-webinars>


Introduction

When EPA awards a grant, the grant recipient will receive the grant agreement - a binding legal document outlining the requirements of the grant through terms and conditions (T&Cs). EPA awards grants based on the application submitted to and approved by EPA. Grant recipients are responsible for complying with these terms and conditions.

EPA grants have General T&Cs, Administrative T&Cs, and Programmatic T&Cs.

Today's webinar is focused on the General T&Cs, which are included in every grant.





General
Terms &
Conditions

The General T&Cs are the most common (or always applicable) administrative and programmatic T&Cs available online in one document.

Recipients agree to comply with the T&Cs as a condition of receiving EPA funding. Whenever grantees ask EPA staff “Where is that written down????” the answer will often be in the T&Cs.

Where are
the General
T&Cs?

The General T&Cs can be found via the [EPA Grants page](#) and are available on EPA's [Grant Terms and Conditions page](#).

They are also incorporated by reference in the official award document.

For EPA's FY24 General Terms and Conditions, which were ***just*** published, click here:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>



How are the
General
T&Cs
Organized?

The General T&Cs are arranged by effective date and updated annually every fiscal year (FY).

- **Past FY General T&Cs remain available for grants that have not been amended and for historical purposes.**

EPA may revise the General T&Cs during the current FY (to add provisions or to clarify requirements, etc.).

- **If the EPA General T&Cs have been revised, EPA will update your grant T&Cs when it provides additional funding (incremental or supplemental amendments) prior to the end of the period of performance of the grant agreement.**
- **The recipient must comply with the revised T&Cs after the effective date of the grant amendment.**

Going Through the General T&Cs

Ch-Ch-Ch-
Changes

Changes to the document for FY24:

1. Table of Contents

2. Change Summary Table



Organization

The General T&Cs are organized into 6 headings:

- **Preface**
- **Financial Information**
- **Selected Items of Cost**
- **Reporting and Additional Post-Award Requirements**
- **Programmatic General Terms and Conditions**
- **Public Policy Requirements**

General T&C
#1

1. Introduction

We have already introduced you to the General T&Cs, how they apply, and how they work.

General T&C
#2

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This T&C requires you to follow the regulatory grant requirements in 2 CFR Parts [200](#) and [1500](#).

**General T&C
#3**

3. Termination

EPA may terminate awards in whole or in part if:

- **A recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or**
- **The award no longer effectuates the program goals or agency priorities**

Financial Information

General T&C
#4

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See [2 CFR 1500.9](#).



General T&C
#5

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments: Recipients must be enrolled in ASAP to receive payments under EPA financial assistance agreements (with a few exceptions).

- **The T&C includes how to enroll in ASAP and information on the waiver process.**
 - **Once enrolled, the recipient initiates an electronic payment request online via ASAP.**
 - **Approved payments are credited to the account at the financial institution set up by the recipient during the ASAP enrollment process.**



**General T&C
#5 (Cont'd)**

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Recipients must draw funds from ASAP only for actual and immediate cash requirements for allowable costs under the grant.

Recipients must disburse funds within 5 business days of the drawdown.

Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard.



Selected Items of Cost

General T&C
#6

6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Federal funding cannot be provided to prohibited sources.

- The regulations at [2 CFR 200.216](#) and the T&C prevent grant recipients and subrecipients from purchasing specific services and equipment from prohibited sources.
- The T&C lists some names of prohibited companies and also provides information on where to look for the names of these prohibited entities.

General T&C
#7

7. Consultant Cap

The salary rate paid to individual consultants retained by recipients, a recipient's contractors, or subcontractors, by statute, shall be limited to the maximum daily rate for Level IV of the Executive Schedule, available at:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually.

- Information on how to calculate the maximum daily rate and the daily pay limitation is available in the T&C.
- The T&C provides information on how to determine whether the consultant cap applies, given the relationship (contractor, consultant, etc.).



General T&C
#8

8. Establishing and Managing Subawards

If the recipient chooses to pass grant funds to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the [EPA Subaward Policy](#) and must:

- Correctly identify subawards versus contracts, and select the subrecipients
- Properly document all subawards
- Ensure subrecipients are aware of requirements as described in the T&C
- Mitigate risk and impose additional requirements if necessary
- Obtain written EPA approval before entering into subawards
- Plus more! Spend some time reading this T&C.



**General T&C
#9**

9. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates amount to a profit and are not allowable.

- These are expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs.**
- Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.**

General T&C
#10

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.



**General T&C
#11**

11. Foreign Travel

All foreign travel must be approved by EPA's Office of International and Tribal Affairs.

The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement.


- The T&C provides information on what is considered foreign travel versus domestic travel.**
- The T&C also provides the procedures recipients should follow when foreign travel needs to be approved.**

**General T&C
#12**

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel funded under this assistance agreement must comply with the Fly America Act.

- All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.**



**General T&C
#13**

13. Union Organizing (Added 6/14/2023)

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

- **This T&C is a new one, added June 14, 2023**



NEW

Reporting and
Additional Post-Award
Requirements

General T&C
#14

14. System for Award Management and Universal Identifier

Recipients must maintain current information in the [System for Awards Management \(SAM\)](#).

Recipients must also ensure subawards are only provided to subrecipients with a current Unique Entity Identifier (UEI) in SAM.gov.

**General T&C
#15**

15. Reporting Subawards and Executive Compensation

Recipients generally must report each obligation of \$30,000 or more in Federal funds for each subaward.

Recipients may be required to report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year.

- Recipients may also be required to report total compensation for each of their non-Federal subrecipients' five most highly compensated executives for the preceding completed fiscal year.**

More details and reporting instructions are in the T&C; read this one carefully.



**General T&C
#16**

**16. Recipient Integrity and Performance Matters -
Reporting of Matters Related to Recipient Integrity and
Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the grant, you may be required to report about civil, criminal, or administrative proceedings in connection with the award or performance of those agreements or contracts.

- **More details and reporting instructions are in the T&C.**

**General T&C
#17**

17. Federal Financial Reporting (FFR)

EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly.

- **The default is annual reporting, BUT an additional T&C may be added to increase the reporting frequency.**
- **The T&C includes information on obtaining the SF-425, and instructions on submitting it.**

**General T&C
#18**

18. Indirect Cost Rate Agreements

This T&C provides requirements for recipients (not for subrecipients or contractors) using EPA funds for indirect costs (IDCs) and applies to all EPA grants unless there are statutory or regulatory limits on IDCs.

In order for the recipient to use EPA funding for IDCs:

- The IDC category of the recipient's assistance agreement award budget must include an amount for IDCs, and**
- The recipient must have an acceptable rate type, as described in the T&C.**



**T&C
#19**

19. Audit Requirements

In accordance with 2 CFR 200.501(a), all recipients agree to obtain a single audit from an independent auditor if their organization expends \$750,000 or more in total Federal funds in their fiscal year.

The term and condition tells recipients how to submit the single audit reports.

**T&C
#20**

20. Closeout Requirements

Recipients must submit reports that are required for closeout.

Generally, closeout reports and other documents are due within 120 days of the end of the grant.

T&C
#21

21. Suspension and Debarment

Recipients must comply with 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](#).

Failing to disclose the information required under [2 CFR § 180.335](#) (such as grant employees who are suspended or debarred, or have recent convictions for specific activities) to the EPA may result in the delay or negation of the grant, or pursuance of administrative remedies, including suspension and debarment.



T&C
#22

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

Unless the recipient disclosed this to the EPA on the SF-424, the recipient represents that it is not:

- A corporation with unpaid Federal tax liability for which all judicial and administrative remedies have been exhausted or have lapsed, and funds are not being repaid in a timely manner; and**
- A corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.**



T&C
#23.1

23. Disclosing Conflict of Interests

23.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

EPA has established a [Conflict of Interest \(COI\) Policy](#) for disclosure of COI that may affect EPA financial assistance awards.

The policy and T&C provide requirements for the following:

- Competition-related COI
- Systems recipients (and subrecipients) must have in place to address, resolve, and disclose COIs to EPA.



T&C
#23.2

23.2. For awards to states including state universities that are state agencies or instrumentalities

EPA has established a [Conflict of Interest \(COI\) Policy](#) for disclosure of COI that may affect EPA financial assistance awards.

The policy and T&C provide requirements for the following:

- **Competition-related COI**
- **State disclosure of subrecipient COI**
- **Subrecipient system requirements to address, resolve, and disclose COIs**
- **Procedures for reporting subrecipient COI**



**T&C
#24.1**

24. Transfer of Funds (Updated 6/14/2023)

24.1. Transfer of Funds Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds \$250,000.

- The recipient must obtain prior approval from EPA if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget.**
- Recipients must notify EPA of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement.**



NEW





T&C
#24.2

24.2. Post-Award Changes for Continuing Environmental Program Grants

To determine if a post-award change in work plan commitments is significant and requires prior written approval from the EPA, the recipient agrees to consult the EPA Project Officer (PO) before making the change.

If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.



NEW



T&C
#25

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any required form(s)/document(s) submitted to EPA are:

- (1) Signed by the individual identified on the form/document, and**
- (2) The signer has the authority to sign the form/document for the recipient.**

Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements.



**T&C
#26**

26. Extension of Project/Budget Period Expiration Date

If a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates.

If there are overdue reports required by any T&Cs of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

**T&C
#27**

27. Utilization of Disadvantaged Business Enterprises 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.

The T&C covers the following requirements:

- **Six Good Faith Efforts whenever procurement of construction, equipment, services, and supplies takes place under an EPA financial assistance agreement**
- **Contract Administration Provisions**
- **Maintaining a Bidders List**
- **MBE/WBE Reporting and Recordkeeping**



T&C
#27
(Cont'd)

NEW

27. Utilization of Disadvantaged Business Enterprises GENERAL COMPLIANCE, 40 CFR, Part 33

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

In June 2023, EPA reinstated the requirements under [40 CFR Part 33 Subpart D](#). Unless the recipient is exempted from these requirements as outlined in [40 CFR 33.411](#), the recipient agrees to submit fair share objectives for EPA approval within 120 days of acceptance of this award.

Once approved, the recipient will apply them to procurements under this award in accordance with Subpart D. See [RAIN-2023-G02](#) for information on EPA's reinstatement of the fair share objectives.



T&C
#28

28. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.



T&C
#29

29. Copyrighted Material and Data

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or data developed under this assistance agreement for Federal purposes.

This T&C describes the Federal purposes that EPA has established.



T&C
#30

30. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations.

EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder.

The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed. The T&C provides filing instructions.



**T&C
#31**

31. Acknowledgement Requirements for Non-ORD Assistance Agreements

Reports, documents, publications, or other materials developed for public distribution supported by the grant shall contain a statement acknowledging that EPA provided support, but that the publication does not necessarily reflect EPA's opinion on the subject.

The specific statement is available in the T&C.

Recipients of EPA Office of Research Development (ORD) research awards must also follow the acknowledgement requirements outlined in the research T&Cs.



T&C
#32

32. Electronic and Information Technology Accessibility

Recipients are required to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”).

EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality and must include assistive technology as appropriate.



T&C
#33

33. Human Subjects

The T&C defines Human Subjects Research.

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research.

If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation [40 CFR Part 26 \(Protection of Human Subjects\)](#).



T&C
#34

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156.

The recipient also agrees to abide by the “U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training.”



**T&C
#35
(Non-
States)**

**35. Light Refreshments and/or Meals
APPLICABLE TO ALL AGREEMENTS EXCEPT STATE
CONTINUING ENVIRONMENTAL PROGRAMS (AS
DESCRIBED BELOW):**

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events).

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or available.



T&C
#35
(States)

35. Light Refreshments and/or Meals
FOR STATE CONTINUING ENVIRONMENTAL PROGRAM
GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at [2 CFR 200.432](#) and [2 CFR 200.438](#), EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above.

The state may follow its own procedures without prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for evening events or any events where alcohol is present.



T&C
#36.1

36. Tangible Personal Property

36.1. Property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the award or when the property is no longer needed.

Upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported.

- **Superfund awards under Subpart O have their own property reporting requirements.**

The T&Cs provide reporting requirements and information.



T&C
#36.2

36. Tangible Personal Property

36.2. Disposition

36.2.1 Most Recipients.

Unless instructed otherwise in the grant, a T&C, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through the grant or on other federally funded projects.

36.2.2 State Agencies.

- State agencies may manage and dispose of equipment acquired under the grant in accordance with state laws and procedures.

36.2.3 Superfund Recipients.

Equipment purchased under Superfund projects is subject to specific disposal options in accordance with [40 CFR 35.6345](#).



**T&C
#37**

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research in compliance with the policies included in the T&C.

The T&C defines “research.”

The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC.

The T&C provides reporting requirements.

T&C
#38

38. Research Misconduct

The recipient agrees to notify EPA in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project.

The T&C defines “research misconduct” and provides instructions on how to notify EPA if research misconduct is discovered.



T&C
#39

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA’s Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science.

The T&C defines “scientific activities,” and provides additional helpful information.

Recipients are required to ensure scientific findings are generated and disseminated in a timely and transparent manner.





T&C
#40



NEW

40. Post-Award Disclosure of Current and Pending Support on Research Grants (Added 8/8/2023)

The recipient is required to notify EPA if there has been a change in support for the principal investigator and/or major co-investigators listed on EPA Key Contacts Form (EPA Form 5700-54), since submission of its application or the last reporting period in the performance report.

Information on how and when to notify the EPA is included in the T&C.

The T&C also provides instructions on fixing or reporting inaccuracies.



T&C
#41

41. Civil Rights Obligations

Recipients must comply with Civil Rights laws that prohibit discrimination based on race, color, national origin, limited English proficiency (LEP), disabilities, and age.

If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with Title IX of the Education Amendments of 1972.

Please refer to the language of the T&C to ensure full compliance with the requirements.



**T&C
#42**

42. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace.

Recipients must identify all known workplaces under their federal awards and keep this information on file during the performance of the award.

Recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

T&C
#43

43. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

The T&C provides a Hotel-Motel National Master List, so you can find out if a property is in compliance.



T&C
#44

44. Lobbying Restrictions

The recipient must not use grant funding to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law.

The recipient shall abide by the [Cost Principles in 2 CFR Part 200 Subpart E](#), which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

The T&C must be included on every subaward over \$100,000 and requires subrecipients to submit certification/disclosure forms accordingly.



T&C
#45

45. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA.

This requirement does not apply to reports prepared on forms supplied by EPA.



T&C
#46

46. Resource Conservation and Recovery Act

State and local institutions of higher education, hospitals, and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in the T&C.

State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials when the purchase price exceeds \$10,000 during the course of a fiscal year or the prior year.



**T&C
#47**

47. Trafficking in Persons

The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees must not:

- 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
- 2. Procure a commercial sex act during the period of time that the award is in effect; or**
- 3. Use forced labor in the performance of the award or subawards under the award.**

The EPA may terminate the award if any of the above provisions are violated.





T&C
#48

48. Build America, Buy America (Effective May 14, 2022; Updated 6/14/2023)

None of the funds provided under this award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials are produced in the United States.

This requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier.

The T&C provides information on waivers.



NEW





T&C
#49

49. Required Certifications and Consequences of Fraud (Added 8/8/2023)

Financial reports or vouchers requesting payment under the agreement will include a certification that must be signed by an official who is authorized to legally bind the recipient, attesting to the accuracy of the submitted information, and that penalties may apply, if the information is fraudulent.

The T&C provides the specific language to be included in the certification.



NEW





50. Reporting Waste, Fraud, and Abuse (Added 8/8/2023)

The recipient and any subrecipients must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the EPA Project Officer and the EPA Office of Inspector General (OIG) Hotline.

The T&C provides ways to report to the OIG Hotline.

Recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more generally must display EPA OIG Hotline posters in facilities where the work is performed under the grant.





51. Whistleblower Protections (Added 8/8/2023)

Employees of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of waste, fraud, or abuse as under the grant, as described in the T&C.

Recipients and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712.

The T&C provides information on reporting.





T&C
#52



NEW

52. Access to Records (Added 8/8/2023)

EPA and the EPA Office of Inspector General (OIG) have the right to access any documents, papers, or other records, including electronic records, of the recipient and subrecipient which are pertinent to this award in order to make audits, examinations, excerpts, and transcripts.

This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents.

This right of access shall continue as long as the records are retained.





How to Return Funds

Recipients may return funds using one of the following methods:

1. Return via **ASAP**, until end of the liquidation period (90 or 120 days after Budget End Date)
2. **Pay.gov** is EPA's preferred and recommended method
3. **U.S. Postal Service/FedEx/UPS** if unable to use electronic methods



BONUS



Pay.gov

Pay.gov – the secure way to pay U.S. Federal Government Agencies

- **EPA’s preferred and recommended method**
- **U. S. Treasury’s free/secure-portal for payments to federal agencies**
- **Web-based**
- **No sign-in account required**
- **Available 24/7/365**

Accepted Payment Methods (RTP-Finance Center)

- ACH Debit**
- PayPal**

Other payment methods may be available.



BONUS



How to
Make a
Payment

Use RTPFC Accounts Receivable Pay.gov Online form

- Accessed via www.pay.gov (search required for [RTP Finance Center Accounts Receivable Submission Form](#))
- Accessed via <https://www.pay.gov/public/form/start/560924656>



BONUS





Returning
Funds

EPA Billed Refunds

Recipient receives a billing notification from Pay.gov along with an access code

- Emailed to grant recipient's POC on file w/RTP-FC*

Access code allows the recipient to view and pay the bill

Recipient/payer receives a Pay.gov payment confirmation email



BONUS

Non-EPA Billed Refunds

Recipient accesses the RTP-Finance Center's web-based Pay.gov account

- RTP-FC account name: RTP Finance Center Accounts Receivable Submission Form**

Completes the 4-step payment form.

Recipient/payer receives a Pay.gov payment confirmation email





Things to Know

Receivables/debts must be refunded within 30 days of initial bill.

- **If not, interest, admin*, and penalty charges* are assessed**
 - ****State, local, and tribal governments are exempt***
- **Debts will be referred to the U.S. Department of Treasury for collection efforts within 120 days of initial billing.**
 - **Referral process begins between 90 – 110 days of delinquency**



BONUS



New General
T&Cs

Looking ahead in FY24, EPA will be developing a new Training T&C which will require specific recipient organization personnel to take the training course [EPA Grants Management Training of Applicants and Recipients.](#)

This course is designed to introduce EPA and educate grant applicants and recipients to key aspects of the entire grant life cycle, from preparation of an application through grant closeout.

This Training T&C is still in development, and we anticipate having it ready to publish and implement later this year. For further information on the training course, please visit the [EPA Grants webpage.](#)



Thank you!!!

Contact us if you have any questions!

You can email us at:

EPA_GRANTS_INFO@epa.gov

