

Community Change Grants Terms and Conditions

REQUIRED FOR ALL COMMUNITY CHANGE GRANTS (CCG) AWARDS

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REQUIRED FOR ALL CCG AWARDS

A. General Award Information

A.1. Period of Performance

The period of performance under this award will start on the date specified in the **Budget/Project Period Start Date** of this award and end no later than three years from that date. However, the period of performance may end prior to three years from the start date specified in the Budget Period and Project Period of this award if the:

- a. Recipient has disbursed the entire award amount, and/or
- b. EPA Project Officer has advised the EPA Award Official that all required work of this award has been completed, in accordance with [2 CFR 200.344](#). In accordance with [2 CFR 200.344\(c\)](#), the recipient agrees to liquidate all allowable financial obligations incurred under the award no later than 120 calendar days after the end date of the period of performance.

Under no circumstances can the period of performance for this award exceed three years.

B. Programmatic Reporting and Notification

B.1. Performance Reports: Contents

- a. In accordance with [2 CFR 200.329](#), the recipient agrees to submit quarterly performance reports (see Term and Condition “Performance Reports: Frequency” below) that includes information on each of the following areas:
 1. A comparison of the actual accomplishments achieved under the award to the expected outputs/outcomes identified in the assistance agreement for the reporting period;
 2. The reasons why the expected outputs/outcomes were not met and an explanation of how this will be addressed to ensure they are met in the future; and
 3. Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or higher-than-expected unit costs.

The information above may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Justice grant recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc.)

These reports will cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including descriptions of activities anticipated during the subsequent reporting period and of equipment, techniques and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies will be included in the report. This report will also include any changes of key personnel concerned with the project.

- b. Further these reports must contain a summary of how the activities completed in the EPA-approved Community Change Grants workplan contribute to the Justice40 initiative under which 40% of overall benefits of certain federal investments flow to disadvantaged communities. These summaries may include information on the following activities designed to benefit disadvantaged communities, including:
 1. Activities performed to reduce the risk and/or impact of climate change;
 2. Activities performed to increase the use of clean energy and energy efficiency;
 3. Activities performed to provide better access to affordable and sustainable housing;
 4. Activities performed to provide training and workforce development;
 5. Activities performed for the remediation and reduction of legacy pollution; and
 6. Activities performed for the development of critical clean water and wastewater infrastructure.

The EPA PO will provide a Community Change Grants (CCG) Progress Report template to the recipient after award. Until the Office of Management and Budget (OMB) approves the template for mandatory use (hopefully by the first quarter reporting deadline), use of the template is optional. The template will contain all of the reporting requirements listed above.

Assuming use of the template becomes required, the EPA Project Officer will alert the recipient and provide the date on which the template becomes mandatory. The recipient agrees to use the template following OMB approval and notification of its mandatory use from the EPA Project Officer.

B.2. Performance Reports: Frequency

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer on the designated quarterly due date(s). **If the due date falls on a federal holiday or weekend, it is due the following business day.** The period end and due dates are listed in the below table.

PERIOD ENDING	<u>QUARTERLY DUE DATES</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The first quarterly report is due at the end of the first full quarter following the execution of the agreement, unless the recipient has incurred pre-award costs. If the recipient is authorized to incur pre-award costs, the grant performance period begins on the Budget/Period Start Date indicated on the Award document., and the recipient would provide a quarterly performance report following the end of the first full quarter after that date. Quarterly reports will continue thereafter and throughout the remainder of the performance period. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance as identified in this agreement. The final report must document all project activities occurring during the Period of Performance and as outlined in the executed agreement. **However, the statutory three-year performance period for this grant program may not be extended.** Any costs incurred after the end of the performance period are the responsibility of the recipient and may not be charged to the grant.

B.3. Notification Requirements

The recipient's Project Manager must notify the EPA Project Officer within five working days of becoming aware of a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner (or later), or at less (or more) cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including the outputs/outcomes specified in the assistance agreement work plan, and/or the need to change statutory partners or other collaborative entities and subrecipients.

If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

EPA requires each recipient's chief executive officer or equivalent review and submit each of these reports. EPA will use information from these reports as a part of program-side public reporting, except to the extent that such information includes confidential business information (CBI) or personally identifiable information (PII) pursuant to [2 CFR 200.338](#).

B.4. Subaward Performance Reporting

In addition to the [EPA General Terms and Condition](#) “Establishing and Managing Subawards” in effect October 1, 2024 or later, the recipient must report on its subaward monitoring activities under [2 CFR 200.332\(e\)](#) which includes, but is not limited to, reporting on the following items:

- a. Summaries of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
- c. Environmental results from the subrecipient(s) achieved, including a narrative discussion of impacts of program on improvement of environmental conditions in the target community;
- d. Summaries of audit findings and related pass-through entity management decisions;
- e. Any disagreements or potential challenges with subrecipients that may interfere with the completion of subgrant performance, and action the pass-through entity has taken to mitigate them such as those specified at [2 CFR 200.332\(f\)](#), [2 CFR 200.208](#), and the [2 CFR Part 200.339](#) Remedies for Noncompliance; and
- f. Summaries of the actions taken to ensure that the subawards are benefitting disadvantaged communities.

NOTE: EPA will only collect reporting information from the Recipient (rather than from any subrecipients), but each recipient may need to collect reporting information from subrecipients (e.g., Collaborating Entities, Statutory Partners) to meet these reporting requirements.

B.5. Final Performance Report

The recipient agrees to submit a final report in the same OMB-approved format (if available) as the quarterly progress reports. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance as identified in this agreement. **The statutory three-year performance period for this grant program will not be extended.** Any costs incurred after the end of the performance period are the responsibility of the recipient and may not be charged to the grant.

The final report must document all project activities occurring during the Period of Performance as outlined in the executed agreement, including but not limited to detailed narratives describing program performance for the entire period of performance, representing an overall assessment of the recipient’s implementation of its EPA-approved Workplan.

Submitted reports must be ready to be published on the EPA website for public access and must not include any material that the recipient considers to be Confidential Business Information (CBI) or Personally Identifiable Information (PII). All reports will undergo an EPA review process to verify that there is no PII or CBI in publishable reports.

Reports submitted with CBI and/or PII will not comply with this requirement and may result in remedial action by EPA. Should EPA identify CBI and/or PII in reports, the EPA Project Officer will require that the recipient re-submit the report without that information so that it can be published without redaction.

The recipient agrees to submit the final performance report electronically to the EPA Project Officer no later than 120 calendar days after the end date of the period of performance.

B.6. Post-Project Follow-Up and Engagement

The EPA Community Change Grants Program is invested in the long-term success of each Community Change Grants recipient and the grant's impact on addressing the disproportionate environmental and public health impacts affecting communities. For no less than three years after completion of the project, the recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed Community Change Grants project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships.

These post-project period updates allow the Community Change Grants Program to provide current and past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work.* The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be by mutual agreement and will be discussed with the recipient before the end of the project period. Recipients are also encouraged (but not required) to continue providing updates and engaging with their EPA Project Officer beyond the additional three years after the end of the project.

*NOTE – Compliance with this term & condition is strongly encouraged but not required, and non-compliance will not impact the recipient's subsequent application(s) for federal funding in any way. Compliance will not give the recipient any preference or priority during future EPA grant competitions and is not a guarantee for future EPA grant funding. Additionally, the recipient agrees not to submit a claim for compensation to EPA for providing these updates.

B.7. Public or Media Events

The recipient agrees to notify the EPA Project Officer immediately when known, or at least within 15 calendar days in advance of planned public or media events it is organizing to publicize projects under this award, to provide the opportunity for attendance and participation by federal representatives.

B.8. Additional Reporting Requirements

Additional reporting requirements and details are available in the [EPA General Terms and Conditions](#), including but may not be limited to:

- a. Annual Federal Financial Reporting (FFR);
- b. Reporting Subawards and Executive Compensation;
- c. Annual MBE/WBE Utilization Under Federal Grants and Cooperative Agreements Report;
- d. Tangible Personal Property Report form series (SF-428);
- e. Reporting fraud, conflict of interest, bribery, or gratuity violations; and
- f. Closeout Reports.

C. Plans and Other Deliverables

C.1. Quality Assurance

Quality Assurance applies to all awards involving environmental information as defined in [2 CFR 1500.12 Quality Assurance](#). Quality assurance requirements apply to the collection of environmental data. Environmental data is any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. Environmental data includes information collected directly from measurements, produced from models and compiled from other sources, such as databases or literature.

- a. **Quality Management Plan (QMP):** Prior to beginning environmental information operations, the recipient must complete one of the two following options:
 1. **QMP Option 1: Develop a QMP**
 - a) Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review; and
 - b) Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR:

2. **QMP Option 2: Submit a Current, Approved QMP**
 - a) Submit a current QMP that was previously approved by the EPA to your EPA Project Officer.
 - b) The EPA Quality Assurance or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer in writing if the QMP is acceptable for this agreement.
 - c) The recipient must submit the QMP within 60 days after the grant award.
 - d) The recipient must review their approved QMP at least annually. These document reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA Project Officer and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA Project Officer and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).
 - e) The recipient must submit a QMP crosswalk with the QMP.

NOTE: Contractor support for the development of the QMP is an eligible cost under this program provided that the costs are reasonable. In addition, technical assistance may be available at no cost. Reach out to your EPA Project Officer if you are interested in obtaining assistance with developing your QMP.

- b. **Quality Assurance Project Plan (QAPP):** The recipient may need to develop at least one QAPP. A QAPP describes how environmental information operations are planned, implemented, documented, and assessed during the life cycle of a project. Requirements for QAPPs are found in the most recent version of EPA's Quality Assurance Project Plan Requirements/Standard Quality Assurance Project Plans (QAPP), available [here](#).

Once the award is made, if a Quality Assurance Project Plan is required for the project, the recipient will draft a QAPP prior to beginning work on the project. You must reserve time and financial resources in the beginning of your project to prepare your QAPP. Recipients cannot begin data collection until EPA approves the QAPP.

Prior to beginning environmental information operations, the recipient must complete one of the three following options:

1. QAPP Option 1: Develop a QAPP

- a) Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#);
- b) Submit the document for EPA review, and
- c) Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

2. QAPP Option 2: Submit Previously EPA-Approved QAPP

- a) Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- b) The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer in writing if the previously EPA-approved QAPP is acceptable for this agreement.

OR

3. QAPP Option 3: Provide EPA a Recipient-Approved QAPP, with EPA-Approved QMP

Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

- a) The recipient must submit the QAPP no more than 60 days after the grant award.
- b) The recipient shall notify the EPA Project Officer and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- c) The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur.
- d) The recipient must submit a QAPP checklist with the QAPP.

Note: Contractor support for the development of the QAPP may be an eligible cost under this award, provided that the costs are reasonable. In addition, technical assistance may be available at no cost. Reach out to your EPA Project Officer if you are interested in obtaining assistance with developing your QAPP(s).

c. Quality Assurance and Subrecipients

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure subrecipients develop and implement (or implement existing) Quality Assurance (QA) planning documents in accordance with this term and condition.

d. **For Reference:**

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

C.2. 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](#), the 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, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process.

Demonstration of competency may include (but not be limited to):

- a. Current participation in accreditation or certification programs that are applicable to the environmental data generated under the EPA-funded assistance;
- b. Ongoing participation by the organization in proficiency testing (PT) or round robin programs conducted by external organizations;
- c. Ongoing U.S. EPA accepted demonstrations and audits/assessments of proficiency; and
- d. Other pertinent documentation that demonstrates competency (e.g., past performance to similar statement of work [SOW]).

C.3. Cost Allocation Plan

A cost allocation plan is a narrative description of the procedures that the recipient will use in identifying, measuring, and allocating costs incurred in support of programs administered or supervised by the recipient. A cost allocation plan is required when activities under the award will also be undertaken under other EPA grants or other funding sources.

Technical assistance may be available for assistance with developing cost allocation plans. Contact the EPA Project Officer if you would like to request assistance with your cost allocation plan.

D. Subawards

D.1. Subrecipient Capacity

Community Change Grant recipients making pass-through subawards must comply with applicable provisions of [2 CFR Part 200](#) and the [EPA Subaward Policy](#).

In addition to the [EPA General Term and Condition](#) “Establishing and Managing Subawards”, prior to making subawards, the recipient must ensure that the subrecipient has the capacity and capabilities to perform its subaward responsibilities and requirements in a timely, effective, and efficient manner.

D.2. Statutory Partnership

The recipient must seek prior written approval from the Award Official if it wants to change the statutory partner for this grant from the entity identified in the selected application documented in the Partnership Agreement.

Due to the competitive nature of the Community Change Grant program, EPA approval will only be provided in very limited circumstances at EPA’s sole discretion and will not be subject to dispute from the recipient. EPA approval is necessary to ensure that any proposed new statutory partner is an eligible subrecipient with comparable qualifications/expertise/experience to the original statutory partner such that performance of the grant will not be adversely impacted.

Requests for approval must be sent, along with any requested documentation, to the EPA Award Official, who will consult with the EPA Project Officer. EPA decides in its sole discretion whether to consider and/or approve the request.

D.3. Collaborative Entities

The recipient must seek prior written approval from the Award Official if it wants to change collaborative entities for this grant from entities identified in the selected application.

Due to the competitive nature of the Community Change Grant program, EPA approval will only be provided in very limited circumstances at EPA’s sole discretion and will not be subject to dispute from the recipient. EPA approval is necessary to ensure that any proposed collaborative entities are eligible subrecipients with comparable qualifications/expertise/experience to the original collaborative entities such that performance of the grant will not be adversely impacted.

Requests for approval must be sent, along with any requested documentation, to the EPA Award Official, who will consult with the EPA Project Officer. EPA decides in its sole discretion whether to consider and/or approve the request.

E. Procurement

E.1. Procurement Standards

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in [2 CFR 200.317 through 2 CFR 200.327](#), [2 CFR Part 1500](#), [40 CFR Part 33](#), and the [EPA General Terms and Conditions](#). EPA provides additional guidance on complying

with these requirements in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#). Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

As provided by [2 CFR 200.310](#), recipients must ensure that subrecipients acquire insurance to protect against loss, damage, and theft if a subaward includes cost for equipment. Costs for such insurance are allowable under this agreement.

E.2. Equipment Disposition

Notwithstanding [EPA General Term and Condition](#) “Tangible Personal Property”, in accordance with [2 CFR 200.313](#), when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient may dispose of the equipment without further instruction from EPA, unless the equipment is sold during the period of performance. Proceeds of sales of equipment purchased with EPA funds during the period of performance are program income.

E.3. Real Property

In accordance with [2 CFR 200.311](#), title to real property acquired or improved under this agreement will vest upon acquisition in the recipient. The property must be used for the originally authorized purpose as long as needed for that purpose, during which time the recipient must not dispose of or encumber its title or other interests except as provided by the EPA.

E.4. Recording the Purchase and/or Improvement of Real Property

- a. If the recipient acquires real property in whole or in part with EPA grant funds, the recipient must execute and record a statement of Federal interest (e.g., lien) on the deed that reflects the Federal contribution to the acquisition price. Liens on single family housing are required if EPA funds are used to acquire the real property and title to the property remains with the recipient.

Liens on improvements to real property are not required, including energy efficiency upgrades to homes and individual apartment units, remediation of asbestos or lead based paint in homes and apartment units, or installation of residential solar without regard to whether EPA funds were used to acquire the real property.

The statement of interest must, as applicable:

1. State the real property is subject to the Federal interest;
2. State that certain use and disposition requirements apply to the property;
3. Be acceptable in form and substance to the EPA Award Official;
4. Be placed on record in accordance with applicable State and local law;
5. Provide the percentage of the purchase price funded by the EPA;
6. Provide the EPA grant number;
7. Provide that use of the real property is restricted to the authorized purpose of the grant; and
8. Provide that the recipient is required to request disposition instructions when it ceases using the real property for the authorized purpose.

An example of a lien for the purchase of real property is:

NAME OF RECIPIENT purchased this land with **X%** federal funds under a grant program from the U.S. Environmental Protection Agency (EPA). **NAME OF RECIPIENT** may only use this land [STATE PURPOSE – e.g., as part of the Richland Creek Water Quality Project, delineated in the legal description attached as Exhibit A,] as described in EPA Grant No. **AB-1235678**. **NAME OF RECIPIENT** will be responsible for maintaining this deed restriction in perpetuity. In the event **NAME OF RECIPIENT** wishes to change the use of the land from the identified grant purpose or encumber the property, **NAME OF RECIPIENT** must contact the EPA, Region #, and request written instructions for disposition pursuant to 2 CFR 200.311.

The recipient shall provide a copy of the deed (stamped by the appropriate recording office), reflecting the recordation of the Federal Interest to the EPA Project Officer and Grant Specialist.

E.5. Appraisals

Recipients must obtain an appraisal of the property conducted by an independent licensed appraiser, prior to using grant funds to purchase the property. All appraisals must be conducted in accordance with [49 CFR 24.103](#). Recipients must provide a copy of the appraisal to the EPA Project Officer.

E.6. Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)

The URA applies to acquisitions of property and displacements of individuals and businesses that result from federally assisted programs.

- a. **Property/Land Acquisition.** Recipients and subrecipients must comply with the Uniform Relocation Act and Federal Highway Administration's implementing regulations at [49 CFR Part 24](#), which require recipients and subrecipients to follow certain procedures for acquiring property for grant purposes, such as notice, negotiation, and appraisal requirements.
- b. **Relocation.** The statute and regulations also contain requirements for carrying out relocations of displaced persons and businesses, such as reimbursement requirements for moving expenses and standards for replacement housing.

The recipient must comply with, and ensure subrecipients comply with, the URA and [49 CFR Part 24](#) if an EPA-funded acquisition of property results in temporary or permanent displacement of individuals or businesses. Please note that projects for community or Tribal relocation are not eligible under this grant program. If a construction project has the incidental effect of temporarily or permanently displacing people or businesses, the URA will apply.

E.7. Real Property Disposition

Pursuant to [2 CFR 200.311\(d\)](#), when real property purchased with EPA grant funding is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from EPA. The instructions will provide for one of the following alternatives:

- a. Retain title after compensating EPA. The recipient must pay an EPA an amount calculated by multiplying the percentage of EPA's contribution towards the cost of the original purchase (and costs of any improvements) by the fair market value of the property. However, in those situations where recipient is disposing of real property acquired or improved with a Federal award and acquiring

replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

- b. Sell the property and compensate EPA. When the recipient sells the property, it must pay EPA an amount calculated by multiplying the percentage of EPA's contribution towards the cost of the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When directed to sell property, the recipient must sell the property using procedures that provide for competition to the extent practicable and that result in the highest possible return.
- c. Transfer title to the Federal government or to a third party designated/approved by EPA. The recipient is entitled to be paid an amount calculated by multiplying the recipient's percentage of participation in the purchase of the real property (and cost of any improvements) by the current fair market value of the property.
- d. Use the net sales proceeds as Program Income for the sustainability of the EPA-funded project or program.

F. Participant Support Costs

F.1. Participant Support Cost Requirements

Participant support costs are defined at [2 CFR 200.1](#) as direct costs that support participants and their involvement in the federally funded project, such as stipends, subsistence allowances, travel allowances, registration fees, temporary dependent care, and per diem paid directly to or on behalf of participants.

- a. Examples of participant support costs in EPA financial assistance agreements include but are not limited to:
 - 1. Costs paid directly to or on behalf of participants;
 - 2. Stipends for interns, fellows, trainees, or attendees at community meetings;
 - 3. Registration fees, training materials;
 - 4. Temporary dependent care and travel costs when the purpose of the trip is to participate in the project activity;
 - 5. Travel assistance to non-employee program beneficiaries (e.g. travel assistance that nonprofit "co-regulator" organizations provide to State and Tribal workgroup members), including per diem; and
 - 6. Stipends and other incentives paid to participants in research experiments, focus groups, surveys or similar research activities.
 - 7. Participant Support Costs allowable under [2 CFR 1500.1\(a\)\(2\)](#) to the extent authorized in the EPA-approved scope of work.
- b. In accordance with [2 CFR 200.456](#), the recipient must establish written guidelines for participant support costs as applicable. These guidelines must:
 - 1. Provide eligibility, restrictions, timelines, and other programmatic requirements;
 - 2. Describe the activities that will be supported by the participant support costs;
 - 3. Specify the range of funding to be provided through the participant support costs;

4. Identify which party will have title to equipment (if any) purchased with a rebate or subsidy;
5. Establish reporting and source documentation requirements (e.g., invoices) for accounting records; and
6. Describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by [2 CFR 200.404](#).

Participant support costs must be treated consistently across all Federal awards. See the [EPA Guidance on Participant Support Costs](#) for more information.

F.2. Training and Tuition Stipend Limitation

Individuals who are not U.S. citizens or lawfully admitted to the U.S. as permanent residents can receive training under Track I and Track II, as appropriate, as described in the approved workplan. However, in accordance with [RAIN-2019-G09: EPA Policy on Participation in Fellowship, Internship, Scholarship and Similar Programs Funded by EPA Assistance Agreements](#), individuals who are not U.S. citizens or lawfully admitted to the U.S. as permanent residents cannot receive EPA funded stipends or tuition for participating in training. The recipient may fund these tuition and stipend costs through other, non-EPA sources.

F.3. Tax Liability for Participant Support Costs

The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under [2 CFR 200.1](#) or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.

F.4. Individuals Excluded from Participant Support Costs under [2 CFR Part 180](#)

Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are covered transactions for the purposes of [2 CFR 180.300](#) and [EPA General Term and Condition "Suspension and Debarment"](#). Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal non-procurement programs under [2 CFR Part 180](#). Recipients are responsible for [checking the eligibility of program participants in the System for Award Management \(SAM\)](#) or obtaining eligibility certifications from the program participants. See [EPA Guidance on Participant Support Costs](#).

G. EPA Oversight

G.1. EPA Project Officer Oversight and Monitoring

The Community Change Grants are awards under a new environmental justice program authorized under Clean Air Act Section 138 that has features, and scopes of work, that are atypical of most EPA environmental justice grants. Therefore, pursuant to [2 CFR 200.206\(b\)](#) and (c), [2 CFR 200.208\(b\)\(1\)](#), and [2 CFR 200.208\(c\)\(3\)\(4\)](#) and (6), EPA has determined that a specific condition is necessary in this award to

ensure that recipients effectively carry out the award. This specific condition will remain in effect throughout the period of performance unless the EPA Award Official, after consultation with the Project Officer and any other appropriate EPA staff determines, based on a request by the recipient or EPA Project Officer, that some or all of the specific conditions are no longer necessary to ensure the effective performance of the award.

The EPA Project Officer, or other EPA staff designated by the EPA Project Officer, will oversee and monitor the grant agreement throughout the performance period. This includes but is not limited to:

- a. Determining next steps if a Statutory Partner or other collaborating entity (subrecipient) is unable to participate in the grant as provided in the approved work plan. See also the Terms and Conditions in Section D above;
- b. Monthly telephone calls, video calls, site visits, and/or other form of communication for monitoring (emails, video conference, etc.);
- c. Reviewing evidence of completion of project phases (e.g., planning) before providing approval for the recipient to begin work on the next project phase (e.g. implementation);
- d. Reviewing the substantive terms included in the contracts or subawards (EPA's Project Officer will not suggest, recommend, or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of the EPA's Subaward Policy). See also the "Procurement Standards" Term and Condition above, and, for grants that contain construction activities, the construction clauses in Section J below;
- e. Reviewing proposed procurement, in accordance with the Procurement Standards in [2 CFR Part 200](#) and [2 CFR Part 1500](#). See also the "Procurement Standards" Term and Condition above.
- f. Reviewing and commenting on performance reports prepared under the grant (the final decision on the content of reports will rest with the recipient);
- g. Approving qualifications of key personnel if the recipient changes key personnel named in the application for funding or EPA approved scope of work as provided in [2 CFR 200.308\(f\)\(2\)](#) (EPA will not select employees or contractors employed by the recipient);
- h. Addressing compliance with Buy America Preferences, in accordance with [2 CFR Part 184](#), and the Build America Buy America Act, and providing technical assistance, if necessary, on compliance with CAA 314 and the Davis Bacon and Related Act; and/or
- i. Addressing compliance with the National Historic Preservation Act and subsequent consultation if applicable.

Method for Reconsideration

If the recipient believes that this specific condition is not warranted or requires modification, the recipient must file a written objection within 21 calendar days of the EPA award or amendment mailing date and must not draw down funds until the objection is resolved. The recipient must submit the written objection via email to the Award Official, Grant Specialist and Project Officer identified in the Notice of Award.

Subject to approval by the EPA Award Official, the EPA Project Officer and the recipient may agree to additional areas of oversight and monitoring.

G.2. Sufficient Progress

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing the work plan under this award within 30 calendar days after the recipient submits its quarterly progress report as outlined in the Performance Reporting Term and Condition above. “Sufficient progress” will be assessed based on a comparison of the recipient’s planned versus actual expenditures as well as planned versus actual outputs/outcomes and other project activities. This term and condition “flows down” to subrecipients, with the recipient required to assess whether each subrecipient is making sufficient progress in implementing this award under its subaward agreement. In addition, the recipient may increase the frequency and scope of the review of sufficient progress of subrecipients, in accordance with [2 CFR 200.332 Requirements for Pass-Through Entities](#).

If the EPA Project Officer determines that the recipient has not made sufficient progress in implementing its EPA-approved Community Change Grants Workplan, the recipient, if directed to do so under 2 CFR 200.208, must implement a corrective action plan concurred with by the EPA Project Officer and approved by the Award Official or Grants Management Officer within 30 calendar days of the request to do so.

H. Compliance

H.1. Compliance with Laws and Regulations

All funded activities under this program must comply with applicable federal, state, and local laws, and regulations, including but not limited to:

- a. [2 CFR 200.435](#)(b), which restricts the use of grant funds to defend a recipient that is subject to a criminal, civil or administrative proceeding against it commenced by any government for fraud or similar offenses;
- b. [2 CFR 200.435](#)(g), which precludes the use of grant funds to prosecute claims against the Federal Government; and
- c. [2 CFR 200.450](#)(c), which restricts the use of federal funds by nonprofit organizations for certain lobbying or electioneering activities but does not preclude the use of federal funds to promote adoption of local ordinances, including those related to zoning.
- d. [40 CFR Part 5](#) and [40 CFR Part 7](#), which prohibit discrimination on the basis of race, color, national origin (including limited-English proficiency), disability, sex, and age by recipients and subrecipients of federal financial assistance.*

*For grants awarded to any entity in the State of Louisiana: pursuant to a permanent injunction issued by the U.S. District Court for the Western District of Louisiana, EPA will not impose any disparate-impact or cumulative-impact-analysis requirements under Title VI of the Civil Rights Act of 1964 in any pre-award assurances or terms and conditions accompanying the application for and receipt of this grant award.

H.2. Remedies for Non-Compliance

The recipient agrees to comply with the terms and conditions of this award agreement. Should the recipient fail to adhere to the terms and conditions of this award agreement, the EPA may seek remedies under [2 CFR 200.208](#) and/or [2 CFR 200.339](#) up to and including termination and the recovery of unallowable costs as well as advances not yet disbursed for allowable costs.

The recipient agrees to comply with the statutory requirements of [Section 138 of the Clean Air Act](#). Should the recipient violate the statutory requirements of Section 138 by failing to use grant funds in accordance with Section 138 or by failing to ensure that the activities of its subrecipients are in accordance with Section 138, EPA may seek remedies under Section 113, which may subject the recipient to civil administrative penalties through an EPA administrative enforcement action, civil penalties and/or injunctive relief through a civil judicial enforcement action by the U.S. Department of Justice (DOJ), or criminal penalties through a DOJ criminal judicial enforcement action. Should the recipient or its subrecipients make false claims or statements to EPA, EPA may refer the matter to DOJ to pursue claims under the False Claims Act (31 USC 3729) or take action under the Program Fraud Civil Remedies Act ([40 CFR Part 27](#)).

H.3. Termination

In addition to the [EPA General Term and Condition](#) “Termination,” EPA maintains the right to terminate the grant when the noncompliance with the terms and conditions is substantial, such that effective performance of the grant is materially impaired or there is adequate evidence of fraud, waste, or abuse, prompting adverse action by EPA per [2 CFR 200.339](#), through either a partial or full termination. The term “fraud, waste or abuse” had the meaning given in the [EPA General Term and Condition](#) “Reporting Requirement” in effect as of October 1, 2024 and defines fraud, waste, and abuse as “credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act 31 U.S.C. 3729-3733. Refer also to [EPA General Term and Condition](#) “Reporting Waste, Fraud and Abuse”.

In accordance with [2 CFR 200.341](#), EPA will provide the recipient notice of termination.

If EPA partially or fully terminates the Assistance Agreement, EPA must:

- a. De-obligate uncommitted funds and re-obligate them by an award to another Community Change Grant recipient receiving an award pursuant to Notice of Funding Opportunity EPA-R-OEJECR-OCS-23-04 to effectuate the objectives of Section 138 of the Clean Air Act, 42 USC § 7438 within 90 days of the de-obligation; and,
- b. If partially terminated, amend the recipient’s grant to reflect the reduced amount, based on the de-obligation.

H.4. Community Change Grants Limitation on Indirect Costs

In addition to the [EPA General Terms and Condition](#) “Indirect Cost Rate Agreements”, indirect costs charged against any grant or subgrant awarded shall not exceed 20 percent of the total amount of the federal award, unless the recipient or subrecipient is an Indian Tribe as defined in section 302(r) of the Clean Air Act, or an Intertribal consortium that meet the requirements of [40 CFR 35.504](#)(a) and (c), even if the Intertribal consortium is eligible for funding as a Community Based Nonprofit Organization. There is no indirect cost cap for Tribal entities under this program.

H.5. Fundraising

In accordance with [2 CFR 200.442](#)(a) costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or

obtain contribution are unallowable. Fundraising costs for meeting the Federal grant program objectives are allowable with the prior written approval of the Federal agency.

[2 CFR 200.442](#)(a) provides coverage on fundraising costs, with additional details contained in Item 4 of the [EPA Guidance on Selected Items of Cost for Recipients](#).

H.6. Cybersecurity

- a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- b. 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.
- c. 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 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.
- d. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332](#)(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

H.7. Suing the Government

In accordance with [2 CFR 200.435](#)(g) costs for prosecuting claims against the Federal Government, including appeals of final Federal agency decisions, are unallowable.

Further, costs for suing state, tribal, and local governments are unallowable costs under this program.

IF APPLICABLE

I. General Items

I.1. Leveraging

The recipient agrees to make best efforts to provide the proposed leveraged funding that is described in the EPA-approved Community Change Grants workplan, if applicable. If the proposed leveraging does not materialize during the period of performance, and the recipient does not provide a satisfactory explanation, the EPA may consider this factor in evaluating future proposals from the recipient.

In addition, if the proposed leveraging does not materialize during the period of performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the application, EPA may take action as authorized by [2 CFR Part 200](#) and/or [2 CFR Part 180](#) as applicable.

I.2. Program Income

In accordance with [2 CFR 200.307\(b\)](#) and [2 CFR 1500.8\(b\)](#), the recipient and any subrecipient is authorized to earn program income during the period of performance. Program income will be added to funds committed to the program by EPA. In accordance with [2 CFR 200.307\(a\)](#), program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. Program income must be expended prior to requesting additional Federal funds.

In accordance with [2 CFR 200.307\(d\)](#), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award or another Federal financial assistance agreement. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

The recipient must provide as part of its quarterly performance report, a description of how program income is being used. A report on the amount of program income earned during the award period must be submitted with the annual [Federal Financial Report, Standard Form 425](#).

I.3. Use of Logos

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

I.4. Geospatial Data Standards

(Track I and some Track II) All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [The Federal Geographic Data Committee](#) website. The [EPA Geospatial Policies and Standards web page](#) contains updated links to EPA policies and standards. National policies and standards include:

1. [Geospatial Data Act](#)
2. [Evidence Based Policymaking Act](#)

J. Construction

If this award contains construction activities, the Terms and Conditions in this Construction section apply. If your award does not contain construction activities, you may disregard this Construction section. The Terms and Conditions below provide definitions and guidelines. Also refer to the [EPA General Term and Condition](#) “Build America Buy America”.

J.1. Davis-Bacon and Related Acts (DBRA)

a. Program Applicability

As provided in [Section 314 of the Clean Air Act \(42 USC § 7614\)](#), [Davis-Bacon and Related Act \(DBRA\) \(42 USC §§ 3141-3144\)](#) labor standards apply to projects assisted by awards made under the Community Change Grant Program. Accordingly, all laborers and mechanics employed by contractors or subcontractors on projects over \$2,000 under this award agreement shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the locality as determined by the Secretary of Labor in accordance with [40 USC Subtitle II, Part A, Chapter 31, Subchapter IV \(Wage Rate Requirements\)](#). Under the Community Change Grant Program, the relevant construction type and prevailing wage classifications will be “Building,” “Residential,” and “Heavy.” The Secretary of Labor’s wage determinations are available at <https://sam.gov/content/wage-determinations>.

Therefore, recipients must ensure that any construction work financed in whole or in part with funds under this award, as defined in these Terms and Conditions, complies with DBRA requirements and the requirements of these Terms and Conditions. The recipient must ensure that these requirements apply to all construction projects assisted by funds under this award without regard to whether the work is contracted for by a subrecipient, contractor, subcontractor, or program beneficiary that receives financial assistance.

If the recipient encounters a situation that presents uncertainties regarding DBRA applicability under this award, the recipient must discuss the situation with the EPA Project Officer before authorizing work on the project.

In the event that a periodic project site visit, audit, or routine communication with subrecipient, program beneficiary, contractor, or subcontractor determines any instances of non-compliance or potential non-compliance with the requirements of this term and condition or the DBRA requirements, the recipient agrees to promptly [inform the Department of Labor](#) for guidance or enforcement action, and copy the EPA Project Officer.

Consistent with the definitions at [29 CFR 5.2](#), the term “construction” refers to all types of work done on a particular building or work at the site of the work by laborers and mechanics employed by a contractor or subcontractor. Additional guidance is available in the definition of the term “building or work” in [29 CFR 5.2](#).

b. Labor Laws

DBRA is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

1. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;

2. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
3. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

c. Recipient Responsibilities When Entering Into and Managing Contracts:

1. Solicitation and Contract Requirements:
 - a) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
 - b) Include DBRA Requirements in All Contracts: Include "By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#)."
2. After Award of Contract:
 - a) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
 - b) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

d. Recipient Responsibilities When Establishing and Managing Additional Subawards:

1. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant: "By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#)."
2. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).
3. Provide Oversight to Ensure Compliance with Participant Support Cost Requirements: Recipients are responsible for oversight of subrecipients and must ensure that subrecipients comply with the requirements in subsection E, below.

To the extent permitted by law, the contract clauses set forth in this term and condition, along with the correct wage determinations, will be considered to be a part of every prime contract and subcontract covered by Davis-Bacon and Related Acts in [29 CFR 5.1](#), and will be effective by operation of law, whether or not they are included or incorporated by reference into each contract and subcontract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

e. DBRA Compliance Monitoring Requirement

Reasonable and necessary costs for DBRA compliance are allowable and allocable grant costs. Such costs include, but are not limited to, the procurement of a payroll reporting and compliance management software product to meet the documentation and reporting requirements under [29 CFR 5.5](#) for all construction projects assisted under this award.

J.2. Cross Cutters

The recipient must comply with federal cross-cutting requirements. Cross-cutting federal authorities are the requirements of federal laws and Executive Orders that apply to most federal financial assistance programs. These requirements include, but are not limited to, National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); federal nondiscrimination laws, financial management policies, and executive orders on the protection of wetlands and flood plains and other crosscutters can be accessed here: <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

Sometimes, these authorities are expressly applied by the statute authorizing the assistance itself. More frequently, the requirements are not cited in the authorizing statute, but apply broadly by their own terms to a wide range of federal financial assistance programs. It is the responsibility of the Project Officers and the grantees to reach out to EPA Subject Matter Experts to understand the compliance required by each grant's activities.

L. Foreign Entities and Travel

L.1. Foreign Entity of Concern

As part of carrying out this award, the recipient agrees to ensure that entities the recipient contracts with, the recipient makes subawards to, or that receive funds as program beneficiaries at any tier of the funding under this grant agreement are not –

- a. Owned by, controlled by, or subject to the direction of a government of a covered nation under 10 U.S.C. 4872(d);
- b. Headquartered in a covered nation under 10 U.S.C 4872(d); or
- c. A subsidiary of an entity described in 1. or 2.

As of the date these terms and conditions became effective, covered nations under 10 U.S.C § 4872(d) are the Democratic People's Republic of North Korea; the People's Republic of China; the Russian Federation; and the Islamic Republic of Iran.

L.2. Foreign Travel

Recipients must work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA) prior to:

- a. Performing work in a foreign country, and/or
- b. Awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.