QUALITY MANAGEMENT PLAN
IDENTIFICATION AND APPROVAL FORM

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1 INTRODUCTION

1.1 Purpose of the Quality Management Plan

The Pesticide Program in the Division of Crop and Pest Services of the Department of Agricultural Services is authorized under the Massachusetts Pesticide Control Act to regulate the use of pesticides. As the State lead agency in Massachusetts for pesticide regulatory programs, the Bureau manages the risks associated with the use of pesticides through a combination of regulatory and non-regulatory approaches. Examples include conducting pesticide registrations, enforcing pesticide regulations, pesticide groundwater monitoring, promoting the use of Integrated Pest Management and collecting hazardous waste pesticides.

This Quality Management Plan (QMP) describes how the Massachusetts Pesticide Program will document its quality system in accordance with EPA Requirements for Quality Management Plans (QA/R-2). The QMP provides a framework for documenting the quality system in terms of organizational structure, functional responsibilities of management and staff, lines of authority, and policies and procedures for planning, implementing, documenting and assessing all activities.

The collection and evaluation of enforcement, compliance and environmental data are key components to the implementation of the Massachusetts Pesticide Control Act. Additionally, because of extensive coordination with State agencies, Federal agencies, industry groups, and other organizations, it is important that the data which is generated through Pesticide Program activities is consistent, of the highest standard and scientifically and legally defensible.

Because of the broad nature of the QMP, a phased approach is being adopted to implementing the quality system. The Pesticide Program is committed to phasing in any requirements outlined in the QMP that are not currently in place.

2 MANAGEMENT AND ORGANIZATION

2.1 Pesticide Program Policy on Quality Assurance

The overall objective of the Pesticide Program's quality management program is to ensure quality of decision making in the management of the risks from pesticide use in Massachusetts through the implementation of a comprehensive quality system. The quality system describes the ways in which Pesticide Program policies, objectives, organizational authority, responsibilities, and accountability define the quality of its work.

The Pesticide Program is committed to providing adequate resources to support quality assurance (QA) efforts and to accomplish QA objectives for all environmental and compliance/ enforcement data collection programs, projects and tasks. A comprehensive QA approach to the management of pesticide programs, projects and tasks is implemented by the Pesticide Program. Through ensuring the generation of scientifically sound and legally defensible data, this approach allows quality control (QC) needs to be met.

A key component to realizing the QA objective of the Pesticide Program through this comprehensive approach to quality management is the setting of the following clear and precise goals:

- **Goal 1** To ensure the highest quality standards are applied to the collection and evaluation of data used by the Pesticide Program.
- **Goal 2** To facilitate an understanding of the importance of accuracy in data collection throughout the Pesticide Program=s workforce.
- **Goal 3** To clearly identify program objectives and the level of data quality necessary to support decisions prior to the initiation of data collection throughout the planning process.
- **Goal 4** To ensure consistency in the collection of data.
- **Goal 5** To evaluate data in a clear objective and unbiased manner.
- **Goal 6** To ensure awareness among Federal and State Agencies, contractors and subcontractors of the Pesticide Program=s quality system requirements for data.
- **Goals 7** To ensure timely and accurate program evaluation to determine future quality control requirements in the event that existing standards are not met.
- **Goal 8** To provide adequate resources to support program efforts and achieve quality assurance objectives.

The significance of having a comprehensive system in place to ensure and control the quality of pesticide data cannot be understated. The collection and evaluation of data provide

essential support to the decision making process of the Pesticide Program. Pesticide Program decisions, through affecting pesticide use within the State, impact significantly on public health, the environment and the economic means of users. Because it is an issue which is frequently a target of public interest groups and citizens, precision and accuracy in pesticide data collection and evaluation is critical to ensure appropriate responses. In order for the Pesticide Program to fulfill its mission to ensure compliance with the Massachusetts Pesticide Control Act, the data it collects must be of known and documented quality. Decisions must be legally and scientifically defensible. The soundness of these decisions is directly related to the quality of the collected data.

The Pesticide Program collects enforcement/compliance data and environmental data. Examples of pesticide environmental data include groundwater monitoring, waste pesticide collection and numbers of empty pesticide containers collected. Pesticide registration data, worker protection inspections, applicator certification maintenance and pesticide use report data are examples of pesticide compliance data. Pesticide enforcement data constitute the bulk of the data collected by the Pesticide Program and include inspection of producer establishments, marketplace surveillance, pesticide use and misuse inspections, experimental use inspections, numbers of enforcement actions, use observations and producer establishment inspections.

Data is collected directly by Pesticide Program staff, supplied by contractors or State agencies or furnished through self reporting by regulated entities. Data collection may involve extensive field work on environmental issues followed by laboratory analysis. To support the activities of the various pesticide programs, samples are submitted to the Massachusetts Pesticide Analytical Laboratory (MPAL) for chemical analysis. **Table One** *(Attachment One)* outlines the data collected by the Pesticide Program.

2.2 Pesticide Program Mission and Organization

2.2.1 Pesticide Program Mission

The purpose and goal of the environmental program is to assure the implementation of the Massachusetts Pesticide Control Act by managing the risks associated with pesticide use through a combination of both regulatory and non-regulatory means.

2.2.3 Organization Structure *(see Attachment 2)*

The Pesticide Program is located within the Division of Regulatory Services of the Massachusetts Department of Agricultural Resources. The Department of Agricultural Resources is headed by the Commissioner. The Pesticide Program actually serves as the support staff for the Massachusetts Pesticide Board which is chaired by the Commissioner of the Department of Food and Agriculture.

The Board's responsibilities entail advising the Commissioner of the Department of Agricultural Resources with respect to the implementation and administration of pesticide regulations. The Board has responsibility for approving a variety of Pesticide Program actions. Among the actions requiring Board approval are:

1. All regulations, standards and forms proposed by the Department to implement and administer the Pesticide Control Act.
2. Appointment of the Pesticides Program Director.
3. Cooperative agreements and contracts with respect to M.G.L. c. 132B and FIFRA.

4. Action necessary to secure for the Commonwealth the benefits of FIFRA and other federal legislation.
5. Establishment of Advisory Councils.
6. Declarations of pests and devices to be subject to the provisions of M.G.L. c. 132B.

The Massachusetts Pesticide Control Act creates within the Pesticide Board of the Department of Agricultural Resources a Subcommittee. Under the Pesticide Control Act, the Subcommittee has the responsibility of registering all pesticides for use in the Commonwealth and for issuing all experimental use permits. The Pesticide Program serves as the support staff for the Massachusetts Pesticide Board.

The major functions of the Pesticide Program are broken down into specific programs:

- Pesticide Product Registration;
- Pesticide Applicator Exams, Licensing & Certification;
- Enforcement;
- Rights of Way Management;
- Public Drinking Water Supply Protection;
- Worker Protection;
- Integrated Pest Management;
- Pesticide Collection Programs, Storage and Disposal;
- Toxicology;
- Endangered Species

2.3 Quality System Organizational Structure

The Pesticide Program is headed by the Division Director and includes administrative functions and technical functions. The following sections outline quality system responsibilities.

2.3.1 Quality Assurance Manager (QAM)

The QAM will work with the Pesticide Program Division Director to develop the organization=s QA policy, write the Quality Management Plan, resolve quality related issues, and will be responsible for communicating QA policy throughout the Pesticide Program through meetings and other forms of communication. The QA manager will assure that plan requirements are met by others within the office through facilitating the proper training and providing regular office reviews.

The QAM heads the Division of Regulatory Services within the Massachusetts Department of Agricultural Resources and as such is independent of any of the programs generating data. The QAM will ensure that staff maintain a high standard of quality in their work and report to the Pesticide Program Division Director.

The QMP will be the principal means of communicating information about the Pesticide Program quality management system. Regular meetings will be held by the QAM with the Pesticide Program Division Director to discuss current QA issues and procedures. Management is committed to supporting the QA goals of the Pesticide Program through providing training opportunities and the necessary resources.

2.3.2 Pesticide Program Division Director

The Pesticide Program is headed by the Pesticide Program Division Director who manages and oversees all the operations and programs. The Division Director defines the QA policy, and provides leadership and oversight for the Quality System. The Division Director has the ultimate responsibility for ensuring that quality assurance measures are in place, in use, effective and suitable for their intended use. He is also responsible for ensuring that resources are available to support the Pesticide Program's quality approach and that an adequate QMP is in place.

2.3.3 Pesticide Program Staff

Fundamental to the successful attainment of the quality assurance goals of the Pesticide Program is a skilled, educated and highly trained workforce with individual responsibilities for building quality into their work. The staff includes a groundwater chemist, a toxicologist, an entomologist, a Geographic Information Systems specialist, a Hazardous Waste Disposal specialist, a Rights of Way coordinator and a team of four enforcement field inspectors.

Individual project managers are responsible for identifying QA needs and assuring that QA requirements for their program are met. In addition, they must coordinate with the QA manager on all quality issues and ensure that all collected data include QA documentation.

Accountability for individual staff and their knowledge and understanding of the elements of the QMP are assessed primarily through annual performance evaluations.

2.3.4 Legal Counsel

The legal counsel provides legal advice regarding the requirements of Department of Agricultural Resources regulations and also regarding environmental laws and regulations. Attorneys are available to provide support throughout the investigation and enforcement process.

2.4 Responsibilities Outside The Pesticide Program Organizational Structure

Coordination with external groups consists of dealings with the Massachusetts Pesticide Analytical Laboratory (MPAL), Massachusetts Department of Public Health, Massachusetts Department of Environmental Protection and Federal Partners such as the United States Environmental Protection Agency. Additionally, the Pesticide Program also contracts work to a number of private vendors for hazardous waste collection, such as Safety-Kleen and USAg Recycling.

2.4.1 Massachusetts Pesticide Analytical Laboratory

Pesticide Program personnel work closely with the staff of the Massachusetts Pesticide Analytical Laboratory (MPAL). To support the activities of the various pesticide programs, formulation and pesticide residue samples are submitted to the laboratory for chemical analysis. The Pesticide Program field personnel are responsible for maintaining chain of custody of the samples until they are officially transferred to the laboratory. The laboratory is responsible for analyzing the samples using appropriate analytical techniques and methods according to quality assurance protocols and for transmitting analytical results, including quality control data to the appropriate agency or person. Standard Operating Procedures are written which detail laboratory

and field procedures. The laboratory is managed by the Department of Entomology, College of Food and Natural Resources, University of Massachusetts at Amherst.

2.4.2 Private Contractors

Private contractors are recruited through the State=s Procurement process which is outlined in detail in the Operational Services Division's ***Procurement Policies and Procedures Handbook.*** Regular progress reports are typically required

3 . QUALITY SYSTEM AND DESCRIPTION

The Quality System is a structured and documented system which describes the policies, objectives, principles, organizational author ity, responsibilities, accountability, and implementation plan for the Pesticide Program which ensure quality in its work processes, products (items) and services. The quality system provides a framework for planning, implementing documenting and assessing the work conducted by the Pesticide Program, and for carrying out required quality assurance (QA) and quality control (QC).

The Quality Assurance Manager oversees the Pesticide Program's quality system. In the Pesticide Program quality system, quality assurance addresses project planning, implementation, documentation, assessment and evaluation. Quality control is the overall system of technical activities, which measures the performance of a project against standards defined by management. Data generated can be quantitative or qualitative in nature. The principal components to the quality system are:

- Quality Policy
- Quality Management Plan
- Quality Planning and Implementation
- Technical Functions - Environmental Monitoring, Sampling and Measurement
- Standard Operating Procedures
- Quality Assurance Project Plan
- Technical Functions- Technical Support
- Administrative Support
- Management Assessments

These components are reviewed annually to address changes in the quality system.

3.1 Quality Policy

The foundation of the quality system is the Pesticide Program's quality policy. The policy states management's commitment to maintain th e highest possible standards for data collection to ensure accuracy in decision making. This policy ensures the provision of adequate resources to support QA efforts and to accomplish QA objectives for all compliance/ enforcement and environmental data collection programs, projects and tasks.

The overall objective of the Pesticide Progr am's quality management program is to ensure quality of decision making in the management of the risks from pesticide use in Massachusetts through the implementation of a comprehensive quality system. Management is committed to supporting the QA goals of the Pesticide Program through providing training opportunities and the necessary resources. Staff members are made aware of the Pesticide Program's quality policy through annual perf ormance reviews and through the Quality Management Plan. It is the policy of the Pesticide Program that all members of staff are ultimately responsible for ensuring quality in their work.

3.2 Quality Management Plan

The Quality Management Plan describes how the Massachusetts Pesticide Program will document its quality system. The QMP provides a framework for documenting the quality system in terms of organizational structure, functional responsibilities of management and staff, lines of authority, and policy and procedures for planning, implementing, documenting and assessing all activities. The QMP is the principal means of communicating information about the Pesticide Program quality system. Regular meetings are held between the Quality Assurance Manager and the Pesticide Program Division Director to discuss current QA issues and procedures. The Pesticide Program Director has ultimate responsibility for developing the QMP.

3.3 Quality Planning and Implementation

The Pesticide Program is committed to ensuring that all projects and programs are subject to a sound science based, systematic planning process. All information generated is based on scientifically sound data supported by legally defensible documentation and which is of adequate quality to support decisions. The primary QA planning and implementation tools include the QMP and the Quality Policy.

The Quality Assurance Manager, Pesticide Program Director and project coordinator clearly define the quality objectives of the project, define a timeline and allocate appropriate resources. An evaluation process is outlined for the data in order to assess their suitability for attaining the goals of the project. The project coordinator and field staff share the responsibility for implementing project plans. Site specific monitoring and sampling strategies are formulated by the personnel in the field. Upon returning from the field the field personnel, project coordinator and Pesticide Program Director discuss the purpose of sampling and an analytical strategy is developed.

To support the activities of the various pesticide programs, formulation and pesticide residue samples are submitted to the laboratory for chemical analysis. The Pesticide Program field personnel are responsible for maintaining chain of custody of the samples until they are officially transferred to the laboratory. The laboratory is responsible for analyzing the samples using appropriate analytical techniques and methods according to quality assurance protocols and for transmitting analytical results, including quality control data to the appropriate agency or person. Standard Operating Procedures are written which detail laboratory and field procedures. The laboratory is managed by the Department of Entomology, College of Food and Natural Resources, University of Massachusetts at Amherst.

3.4 Technical Functions- Environmental Monitoring, Sampling and Measurement

Monitoring, sampling and measurements are conducted by highly trained and qualified staff. These technical functions serve a variety of purposes, principally enforcement. Monitoring also enables more accurate targeting of compliance assistance initiatives and funding programs of the Department of Agricultural Resources. Standard Operating Procedures, Guidance Documents and Manuals are used to ensure consistency in approach. Project data generally includes:

- Field Notes: A detailed record of when, where how and by whom samples were collected,
- Sample data: Sample identity and results of sampling, and
- Field Photographs: A visual record of site conditions.

3.5 Standard Operating Procedures, Guidance Documents and Manuals

Standard operating procedures (SOPs) are developed to provide consistency in activities performed in support of enforcement, product registration and groundwater monitoring for pesticide residues.

- For enforcement purposes, SOPs are contained within the Pesticides' Inspection Manual. Detailed in the manual are the Pesticide Programs' guidance for conducting use/ misuse investigations, inspection of marketplaces, establishments and producer establishments. The manual also details the standard procedures for pesticide residue sampling taking into account specific procedures, sampling preparation, storage, container labeling, reporting, use dilution, documentary samples, spray tank dispersion, labeling samples, sealing samples, collection reports, and solvent charts. In addition, the guidance discusses the role of the Massachusetts Pesticide Analytical Laboratory. Enforcement staff is responsible for the manual.

- For groundwater analysis, the Pesticide Program relies upon USEPA Definitions for the Minimum Set of Data Elements For Groundwater Quality (EPA 813-B-92-001). This document establishes the minimum set of data elements for groundwater quality to be collected in groundwater data collection activities. The Chemist has the responsibility for coordinating the groundwater analysis.

- For product registrations, the Pesticide Program follows a standard procedure for preparing the pesticide product registration packets with a related checklist. This ensures a consistent and time effective approach to the processing of product registrations. The Product Registration Analyst, Toxicologist, and Chemist have joint responsibility for ensuring a consistent approach to the product registration process.

- For uses involving instrumentation such as the Pesticide Programs' Global Positioning System and Digital Camera, the instruction manuals are used as standard procedures. The individual using the instrument has responsibility for ensuring a consistent approach.

3.6 Quality Assurance Project Plan (QAPP)

The Massachusetts Pesticide Analysis Laboratory develops a QAPP which describes in comprehensive detail the necessary QA, QC and other technical activities that must be implemented to ensure that the results of the work performed will satisfy the stated performance criteria. The QAPP details the laboratory's QA objectives for measurement data in terms of precision, accuracy, completeness, representativeness and comparability. The Laboratory Director is responsible for generating the QAPP.

3.7 Functions- Technical Support

Technical support for computer hardware, software administration and information retrieval is managed by the computer support staff and Executive Office of Environmental Affairs Data Center.

3.8 Administrative

Administrative functions in the quality system provide the framework for performing technical functions. These functions are conducted primarily by the Administrative Assistants and Legal Counsel. Specifically these functions include budgetary assistance, procurement, and personnel activities. Legal personnel provide guidance and policy advice to managers and staff on an ongoing basis.

3.9 Quality Assessments

The Pesticide Program implements a comprehensive QA approach to the management of pesticide programs, projects and tasks. Through ensuring the generation of scientifically sound and legally defensible data, this approach allows quality control needs to be met. Primary QA evaluation and assessment tools include management evaluations, the annual performance reviews conducted for each project coordinator and staff member, technical assessments and data quality assessments.

It is the policy of the Pesticide Program that each individual staff member is ultimately responsible for ensuring the maintenance of quality in the data they generate. This responsibility is outlined in discussions with management, awareness of the QMP and through following guidance documents and Standard Operating Procedures.

Technical assessments include self assessments backed up with assessments by others involved in the activity such as the MPAL. The MPAL implements standard laboratory quality control procedures to ensure the generation of high quality data.

It is the responsibility of the project officer to evaluate the project data both during the project and after completion. This assessment is required in order to determine whether the data being produced are adequate for their intended use and whether the data collection design satisfies the project's data quality objectives.

4 PERSONNEL QUALIFICATIONS AND TRAINING

Management is committed to maintaining a staff of the highest possible professional and educational caliber. Each staff position is evaluated by the Division Director and the Human Resources Officer in order to determine the level of education, experience and training needed to effectively perform the tasks. All technical staff have been educated to the college level. Several members of the staff possess advanced graduate degrees in chemistry, public health and agriculture. Environmental monitoring, sampling, and field and laboratory measurements are performed by trained, knowledgeable professionals.

All employees receive orientation to administrative policies, procedures and benefits in the first few weeks after being hired. All employees will be provided with a copy of the QMP to read.

Management believes that continued participation in training and development programs leads to both enhancement of employees skills and improved performance. Providing employees with training and support is critical to the achievement of individual and agency goals. The Division Director keeps a record of the training courses in which staff members have participated. In annual employee performance reviews, individual training needs are identified for each staff member. Individual members also keep a record themselves of their training courses. An employee can at any time request to be sent on a course if it is felt that a significant benefit will result.

Staff members regularly participate in EPA training courses, conferences and other courses which can deepen their knowledge and understanding of current and future job related issues. Information about additional training is contained within a directory of employee development programs and services. This directory is circulated among all staff members twice annually. This directory features courses in professional development, and computer programs.

Examples of some of the technical training undertaken by staff members include

- PIRT Pesticide Inspector Residential Training
- University of California/USEPA at Advice Pesticide Regulatory Education Program (PREP).
- Harvard School of Public Health - Analyzing Risk: Science Assessment, and Management.
- North American Conference on Pesticide Spray Drift Management. Portland, Maine.
- Food Quality Protection Act conference held in Westford, Massachusetts.
- UC Davis, Pesticide Regulatory Education Program for Laboratory Issues.

5 PROCUREMENT OF ITEMS AND SERVICES

5.1 General Procurement

Procurement ranges from general supplies to highly sophisticated scientific equipment which directly affects the quality of environmental measurements. The procurement process is governed by State regulations at **801 CMR 21.00: Procurement of Commodities or Services Including Human and Social Services** and the policies and procedures outlined in **"The Commonwealth of Massachusetts Procurement Policies and Procedures Handbook".**

5.2 Contracts

Contract managers are members of a Procurement Management Team within the Procuring Department and are assigned responsibility for the oversight and management of the activity within a Contract. Contract management includes the following:

- Market Research and analysis to determine the strengths and weaknesses of the marketplace which will assist in determining the effectiveness of the contract and whether or not the terms, conditions and costs are competitive in the current environment. Contract managers are responsible for monitoring Contractor performance and other issues that arise during the period of the Contract.

- General usage reports to determine dollar volume and what services or products are being utilized and to measure this information against projections

- Initiate contract negotiations, determine whether contracts should be extended and confer with legal staff to determine corrective action

- Monitoring contractor performance and other issues which may arise during the period of the contract.

5.3 Equipment Maintenance

Laboratory and field personnel are responsible for their respective equipment maintenance.

5.4 Processes Used to Ensure Quality of Items Used for Data Collection Activities

To ensure the integrity of samples and quality of the subsequent data the Department uses all applicable Quality Assurance / Quality Control procedures. These QA/QC procedures include the exclusive use of "chemically clean" sampling equipment and sample containers which meet or exceed all EPA analyte specifications and detection/ quantification limits.

The sampling equipment used for sample collection will consist of either "new" collection containers which are appropriate for the type of samples that are being collected. The sampler parts are chosen to ensure that they are non-reactive and/or non-adsorptive with stainless steel and fluropolymers being chosen for most collection equipment except in

cases where sorption may be of concern. Certified "chemically clean" containers will be used without further cleaning if they meet applicable analyte detection/ quantification limits. A copy of the chemically clean "certificate" included with each batch of sample bottles is included in the project file until final laboratory analysis.

Sample containers and sampler parts that are not certified as "chemically clean" will be pre-cleaned prior to use. This may consist of similar procedures used to wash labware such as; wash with non-phosphate detergent, rinse with distilled water, and rinse with pesticide grade solvent.

Equipment and filed blanks will be used to ensure that new or reused sample collection equipment or containers are properly cleaned before use. Equipment blanks are collected at the sampling site prior to sample collection.

The required analytical standards are obtained from certified laboratories and/or commercial sources.

6 DOCUMENTATION AND RECORDS MANAGEMENT

The objective of the Pesticide Program Records Management Policy is to increase productivity by managing information efficiently. The Records Management Unit of the Office of the Secretary of State assists state government in managing active records in an efficient economic and secure manner.

Records have a lifecycle. It is the policy of the Pesticide Program that records will be created, used and maintained in the most efficient manner possible and that they will be discarded on a regular basis when they are no longer useful. When records are maintained in the office they are arranged in a manner that permits access. Files are arranged alphabetically by name. Inactive records are removed from the file system for temporary or permanent storage off site or for destruction. The office retention is seven years for most files. Documents are submitted to the State Records Conservation Board for a decision as to which records which may be destroyed or archived. Records may be removed to the State Records Center. Records with legal, historical or other long term value may be placed in the State Archives.

The objectives of the Pesticide Program records management program is to :

- Prevent the creation of any unnecessary records
- Promote the application of filing systems and structures for the efficient organization and the maintenance and use of records to facilitate retrieval and use
- Ensure that records of continuing value are preserved but that inactive records are disposed or stored in a timely manner
- Preserve and protect information that is vital to the essential functions of the organization.

The Pesticide Program has a procedure for reviewing, approving, retaining and archiving documents. The documents include the QMP, SOP, MPAL QAPP and the Pesticides Inspection Manual. The MPAL submits a QAPP annually which is ultimately approved by the Commissioner of MDAR. For all other documents, the program manager is responsible for ensuring that field and analytical records are in the file and for making sure that the documents are up to date and current. Approving documents is the responsibility of management. Management is also responsible for ensuring that files of continuing value are preserved but that valueless or non-current information is disposed of or transferred to storage in accordance with the Commonwealth's disposition procedures.

Attachment Four at the end of the document is a copy of the disposal schedule for the Commonwealth of Massachusetts.

7 COMPUTER HARDWARE AND SOFTWARE

7.1 General Planning

The computer and hardware needs for the Department's individual environmental programs are done by first surveying the needs and working toward the implementation of a comprehensive plan to integrate the Department of Food and Agriculture's computing resources toward the goal of the particular program.

Hardware and software purchases are made in accordance with State Laws governing them, and all equipment is purchased through approved state vendors who are on existing contracts.

Development of computer system applications is done by the Executive Office of Environmental Affairs computer specialists. The method of developing, testing and acceptance are outlined in the GACIT standards developed and used by the Commonwealth of Massachusetts. Following these procedures means that system applications developed to verify and validate environmental data meets the needs of the user and the objectives of the secretariat.

The Executive Office of Environmental Affairs has computer specialists who are responsible for the system application development, installation and maintenance of computer systems associated with all projects currently ongoing with the Department of Food and Agriculture.

Computer hardware and software are supplied and installed by state certified vendors. All are covered by maintenance contracts. Technical experts within EOEA who are familiar with the applicable computer systems test data processing systems developed by EOEA staff.

The GACIT standards address obsolescence through constant updating. The latest version of these standards is called "Information Technology Standards, Guidelines, Policies, and Strategic Directions" and is available on the World Wide Web at the following URL: http//ww.state.ma.us/itd/standard

7.2 Databases Used by the Pesticide Bureau

The Pesticide Bureau / Department of Food & Agriculture uses three main databases; the pesticide registration (PEST), applicator licensure (PDS), and pesticide use. PEST is a database that is used to maintain the pesticide product registration information in the Commonwealth. PDS is used to track the licensure and certification information of all applicators. Finally, pesticide product usage by licensed applicators is maintained in a section of the PEST database. These databases may be joined to integrate the overall pesticide use patterns for the Commonwealth. The information contained in these databases is all collected and maintained by the Pesticide Bureau which strives to ensure accuracy of the information that is submitted by licensed applicators and registrants. The Pesticide Bureau reviews all data before it is entered into the databases and will contact any appropriate entity if there is a question with the accuracy of the data. In addition several additional state and

federal data sources, such as the EPA, USDA, and MassDEP, are used to comply with the provisions of the Massachusetts Pesticide Control Act and FIFRA.

8 PLANNING

The Pesticide Program is committed to using a systematic planning process that encompasses principles based on the scientific method. Measurement activities include planning, on-site monitoring, sampling, analysis, and data interpretation.

8.1 Planning

Clear objectives are defined for the project. A project leader is selected by management based on knowledge, skill, and experience relative to the project objectives. Management will consult with the project leader, define a timeline, identify resources (including a budget) and assign technical staff such as field inspectors. Communication among the leader, management and the technical staff will identify specific goals to meet the objectives of the project. This involves establishing the principal stakeholders (such as other agencies and the Massachusetts Pesticide Analytical Laboratory), a realistic schedule, suitable data needs and appropriate measurement activities. For data collection and analysis at the MPAL, a Quality Assurance Project Plan must be written, reviewed and approved prior to data collection activities. Approval for the plan must be secured from the Commissioner for Agricultural Resources, the Director of the Division of Crop and Pest Services, USEPA Project Officer, and the USEPA Region One Quality Assurance Officer.

The technical staff develops a preliminary plan for accomplishing the required work. The preliminary plan is defined by the following principles:

- Clear identification of all the regulations involved. Typically Pesticide Bureau projects involve a combination of regulations pertaining to Pesticides, Hazardous Waste, Hazardous Materials, Wetlands, and the Coastal Zone.
- Ensuring continued communication between all the parties involved in the project.
- Identification and scheduling of activities
- Identification of resources needed to complete the project
- Defining the scope of the investigation necessary to meet objectives.

8.2 Monitoring

The decision to use on-site monitoring and the specific type of monitoring to be conducted is based on the objectives and goals of the project as defined in the planning process. Frequently in enforcement cases, the scope of the measurement is not fully defined until the inspector is on site.

On site monitoring is critical to support an enforcement action. Collected data must be valid and defensible in any legal action which ensues. The field inspectors are all highly trained professionals and follow methods/ procedures specified in environmental regulations, identified in permits, published in operating manuals or published in the scientific literature. All procedures are documented in field log books.

Monitoring equipment includes digital cameras, Polaroid cameras and Global Positioning Systems.

8.3 Sampling

Sampling activities are designed to answer questions such as :

- How does the sample compare to a regulatory threshold ?
- Are there trends or hot spots ?
- Is a component present

Sampling Standard Operating Procedures (SOP) are developed by the MPAL for all media and sample types. The SOPs detail procedures for sampling, sample submission, preservation, and documentation.

For complex investigations field inspectors communicate with the MPAL personnel to establish appropriate sampling, sample preservation, packaging and sample submission procedures. Inspectors are also instructed in proper documentation procedures. Samples are properly documented, preserved, packaged, maintained under custody and transferred to the laboratory in a defensible manner. Sampling procedures may be found in:

- EPA Pesticide Inspection Manual (Chapters 11 and 14), EPA # 68-01-7379-2
- Other recognized state, federal or association procedures as applicable.

8.4 Analysis

Official of standard methods are used for analyses. Methodology is particularly important when verifying compliance with regulatory thresholds and action levels. All procedures are validated by establishing precision/ accuracy data and/ or comparison with more established procedures. Potential violations are confirmed using methodology from established sources such as USFDA, and USEPA.

8.5 Data Interpretation

Data are interpreted by the project leader in consultation with the technical staff and are used to form an opinion about the characteristics of the matrix under investigation. These characteristics are then compared to the regulatory requirements to determine compliance.

9 IMPLEMENTATION OF WORK PROCESSES

9.1 Management Level

The basic provisions for program and project management are outlined in our policies and procedures. Management participates in every phase of a program from the preliminary through request, implementation, reporting and enforcement case support.

Once a project is initiated the progress is tracked by the Division Director and the Program Coordinator or the Project Leader. It is the responsibility of each Coordinator to ensure that the work is performed according to plan. The Coordinator is responsible for developing an implementation strategy, a sampling plan and an analytical scheme which enables the formation of a decision.

9.2 Program Level

Where possible official or standardized procedures are used to implement work processes at the program level. These procedures are documented in Standard Operating Procedures(SOPs). Standard operating procedures are developed to provide consistency in activities performed in support of enforcement, product registration and groundwater monitoring for pesticide residues.

- For enforcement purposes, SOPs are contained within the Pesticides Inspection Manual. Detailed in the manual are the Pesticide Program's guidance for conducting use/misuse investigations, inspection of marketplaces, establishments and producer establishments. The manual also details the standard procedures for pesticide residue sampling taking into account specific procedures, sampling preparation, storage, container labeling, reporting, use dilution, documentary samples, spray tank dispersion, labeling samples, sealing samples, collection reports, and solvent charts.

  In addition the guidance discusses the role of the Massachusetts Pesticide Analytical Laboratory. To support the activities of the various pesticide programs, formulation and pesticide residue samples are submitted to the Massachusetts Pesticide Analytical Laboratory for analysis. Designated field personnel are responsible for collecting and documenting representative samples and for maintaining chain of custody of the samples until they reach the laboratory. The laboratory is responsible for analyzing the samples using appropriate analytical techniques and methods according to quality assurance protocols. The Enforcement Staff is responsible for the manual, a copy of which is included in Appendix Five.

- For groundwater analysis, the Pesticide Program relies upon USEPA Definitions for the Minimum Set of Data Elements For Groundwater Quality (EPA 813/B-92-002). This document establishes the minimum set of data elements for groundwater quality to be collected in groundwater data collection activities. The Groundwater Chemist has the responsibility for coordinating the groundwater analysis.

- For product registrations, the Pesticide Program follows a standard procedure for preparing the pesticide product registration packets with a related checklist. This ensures a consistent and time effective approach to the processing of product registrations. The Product Registration Analyst, Chemist and Toxicologist have joint responsibility for ensuring a consistent approach to the

product registration process.

- For uses involving instrumentation such as the Pesticide Program's Global Positioning System and Digital Camera, the instruction manuals are used as standard procedures. The individual using the instrument has responsibility for ensuring a consistent approach.

9.3 Quality Assurance Project Plan (QAPP)

The Massachusetts Pesticide Analysis Laboratory develops a QAPP which describes in comprehensive detail the necessary QA, QC and other technical activities that must be implemented to ensure that the results of the work performed will satisfy the stated performance criteria. The QAPP details the laboratory's QA objectives for measurement data in terms of precision, accuracy, completeness, representativeness and comparability. The Laboratory Director is responsible for generating the QAPP, a copy of which is located in Attachment Six.

10 ASSESSMENT AND RESPONSE

Assessments are conducted to verify and document the integrity and accuracy of the information generated. Assessments are ongoing and continuous during a project from design through data interpretation. The goal is to generate scientifically sound and legally defensible information. It is the QA policy of the Pesticide Program that personnel are responsible for ensuring the quality of the data they collect. Management however is involved in any final decisions based upon assessments and evaluations of data.

Quality assessments are ongoing and continuous during a project from design through data interpretation. Technical assessments are performed by appropriate personnel whose education level, knowledge, and work experience are shown to be appropriate for the task. Technical self assessments are performed by individual members of the project team as they are conducting tasks.

All sampling and analytical procedures are official and professionally accepted methods for residue and formulations. Potential violations are confirmed using methodology from recognized sources. Quality control checks are employed to ensure the generation of high quality data. The QC procedures may include:

- Demonstration of analytical capability
- Analysis of a quality control check sample when available
- Daily calibration check
- Recoveries of surrogate standard or matrix spikes
- Analysis of reagent blank
- Duplicate analysis
- Analysis of laboratory control standards
- Analysis of instrument quality control standards
- Confirmation of Analyte

The quality system will be assessed annually and documented in the QMP attachments.

11 QUALITY IMPROVEMENT

Management actively supports quality improvement by promoting an environment in which personnel continually evaluate the quality of the work they perform..

By setting clear and precise quality goals in the Quality Management Plan, personnel can prevent quality problems from occurring. At the end of a project the Pesticide Program Director and the project coordinator identify the project areas which need improvement. Personnel are encouraged to continually search for better ways to ensure quality in the work that they perform.

Attachment 1:

Data Collected by the Department

Attachment One:

Table One: Data Collected by the Division of Crop and Pest Services by the Massachusetts Pesticide Program

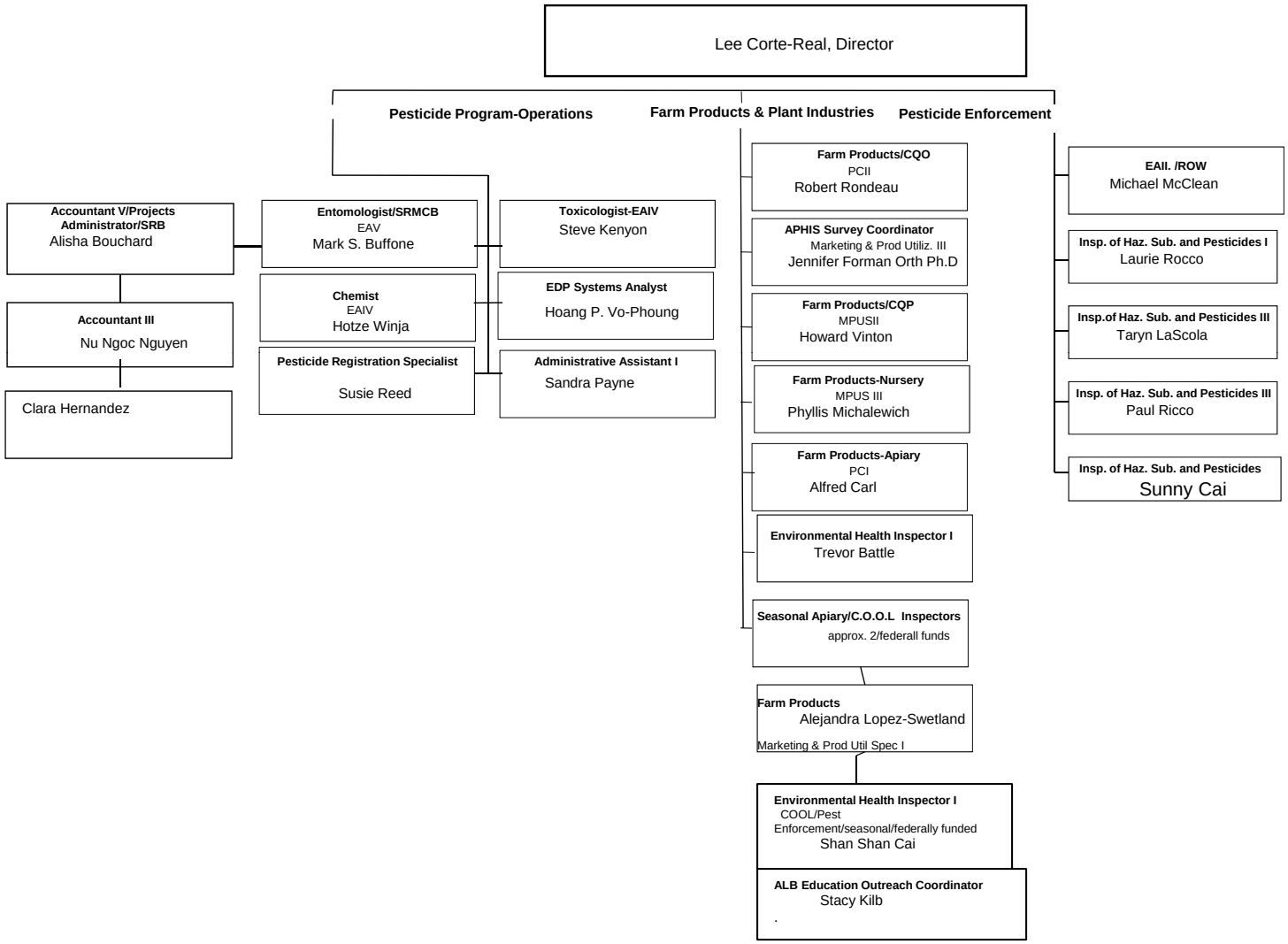
Data Type	Data Description	Project Oversight	Purpose of Collection	Data Collectors	Data, Location, and Format
Establishment Inspections, Dealer Producer Marketplace	Compliance/Pesticide Enforcement	Pesticide Enforcement Staff	To ensure compliance with State and Federal pesticide regulations	Pesticide Enforcement Staff	Access Database
Use Observations	Compliance/Pesticide Enforcement	Pesticide Enforcement Staff	To ensure compliance with State and Federal pesticide regulations	Pesticide Enforcement Staff	Access Database
Applicator Inspections	Compliance/Pesticide Enforcement	Pesticide Enforcement Staff	To ensure compliance with State and Federal pesticide regulations	Pesticide Enforcement Staff	Access Database
WPS Inspections	Compliance/Pesticide Enforcement	Pesticide Enforcement Staff	To ensure compliance with State and Federal pesticide regulations	Pesticide Enforcement Staff	Access Database
Sample Collections	Compliance/Pesticide Enforcement	Pesticide Enforcement Staff	To ensure compliance with State and Federal pesticide regulations	Pesticide Enforcement Staff	Access Database
Use Reports	Compliance	Lee Corte-Real	To record pesticide use trends	Lee Corte-Real	Crops and Pest Services
Product Registration	Compliance	Susie Reed	To register new products and active ingredients	Susie Reed	Oracle Database
Licensed/Certified Applicators	Compliance	Steve Antunes-Kenyon	To ensure individuals are current and valid licenses	Steve Antunes-Kenyon	Oracle Database
Dealer Permits	Compliance	Paul Ricco	To ensure Dealers have a current and valid licenses	Paul Ricco	Oracle Database

Attachment 2:

Organizational Chart

Department of Agricultural Resources

Division of Crop and Pest Services



Attachment 3:

Directory of Quality Assurance Managers

and

Organizational Unit Managers

Attachment Three: Massachusetts Pesticide Program Quality Assurance Managers and Organizational Unit Managers

	NAME	TITLE	E-MAIL	TELEPHONE NUMBER
1	Antunes-Kenyon, Steve	Pesticide Operations Coordinator, Environmental Analyst IV, Certification and Training	Steve.kenyon@state.ma.us	617-626-1784
2	Battle, Trevor	Environmental Health Inspector I	Trevor.battle@state.ma.us	617-626-1775
3	Buffone, Mark	Entomologist, Executive Director, SRMCB, Environmental Analyst V, Pesticide Certification Continuing Education	Mark.buffone@state.ma.us	617-626-1777
4	Cai, Sunny	Environmental Health Inspector I	Sunny.cai@state.ma.us	617-626-1782
5	Corte-Real, Lee	Director, Program Manager VI	Lee.corte-real@state.ma.us	617-626-1776
6	LaScola, Taryn	Inspector of Hazardous Substances & Pest. III	Taryn.lascola@state.ma.us	617-626-1782
7	McClean, Michael	Environmental Analyst II/Right-of-Way Coordinator	Michael.McClean@state.ma.us	617-626-1781
8	Payne, Sandra	Administrative Assistant , Certification and Training	Sandra.payne@state.ma.us	617-626-1785
9	Reed, Susie	Pesticide Registration Specialist	Susie.reed@state.ma.us	617-626-1778
10	Ricco, Paul	Inspector of Hazardous Substances & Pest. II	Paul.ricco@state.ma.us	617-626-1782
11	Rocco, Laurie	Inspector of Hazardous Substances & Pest. I	Laurie.Rocco@state.ma.us	617-626-1782
12	Vo-Phuong, Hoang	EDP Systems Analyst I, Certification and Training	Hoang.Vo@state.ma.us	617-626-1818
13	Wijnja,Hotze	Chemist III. ,Environmental Analyst IV	Hotze.wijnja@state.ma.us	617-626-1771

Attachment Four:

Document Disposal Schedule

Commonwealth of Massachusetts
RECORDS CONSERVATION BOARD
State Archives at Columbia Point
220 Morrissey Boulevard
Boston, MA 02125-3314

OFFICE USE ONLY

Schedule No. 64/91

Reviewer: 01/11

Application for: DISPOSAL SCHEDULE

EXECUTIVE OFFICE: EOEA

1. Schedule for Food and Agriculture / Regulatory Affairs / Pesticide Bureau
   Department/Agency / Division / Unit

2. Applicable Statutory Reference for Agency/Division: M.G.L. CHAPTER 132B

3. Items Microfilmed (if any): N/A
   Please note: microfilm of records having retention periods of more than fifteen years must be produced in accordance with 950 CMR 39.00.

4. I, Paul Gosselin (TYPE NAME), certify that retention periods for the records described in this application have been reviewed by me as being in the best interests of this agency, and in compliance with applicable statutes and regulations.

DATE: 7/26/91 [signature]

DEPARTMENT HEAD OR AUTHORIZED RECORDS LIASON OFFICER

APPROVALS:

Pursuant to provisions of General Laws, Chapter 30, Section 42, as most recently amended, the records listed in this application are hereby approved as to the retention periods and are assigned a a disposal schedule number.

[signature]

CHAIRMAN
RECORDS CONSERVATION BOARD

[signature]

SECRETARY
RECORDS CONSERVATION BOARD

SEP 11 1991

DATE OF APPROVAL

Instructions for Completing RCB-1

1. Complete items 1-4 on face sheet. Complete Series List only for those records not included on a previously approved disposal schedule; when revising retention periods of previously scheduled records, list former schedule number under Item Number.
2. Under Item Number, use numerical and alphabetical characters to show relationship between record series (see sample). List all records in a record system (including indices and logs) even if disposal of these records is not sought at this time. Please indicate arrangement of series (alphabetical, chronological, etc.).
3. Submit to the Records Conservation Board a sample copy of the records listed on the Application Series List and THREE COPIES OF THE TYPEWRITTEN APPLICATION FORMS: one copy will be returned as proof of authorized retention periods. HOWEVER, BEFORE YOU MAY CLEAR FILES OF LISTED RECORDS, YOU MUST OBTAIN SEPARATE PERMISSION from the Board. Application for: DESTRUCTION PERMISSION (RCB-2) is provided for the purpose.

	SERIES TITLE & DESCRIPTION List materials included in case file. Indicate arrangement.	PURPOSE OF SERIES - Use Creators & Legal Reference.	DUPLICATES Location & Media.	OFFICE RETENTION	SRC RETEN.	FINAL DISPOSITION & CONDITIONS	TOTAL RETENTION
EM NO. 1. RMER HEDULE MBER	SALES REPORTS Include name and address of dealer, corporate headquarters, names and license numbers of licensed personnel involved in sales, each registered product sold with EPA registration number, name and license number of each purchaser, total amount purchased, name and location of dealer. Arranged chronologically, alphabetically thereunder.	Created pursuant to PL 92-516 and 40CFR150-189, c.132B MGL and 333CMR to record the sales of registered pesticides in Massachusetts. Subject to Audit:Yes/No		7 years	-------	DESTRUCTION	7 Years
EM NO. RMER HEDULE MBER		Subject to Audit:Yes/No					
EM NO. 2. RMER HEDULE MBER	LICENSE FILES Contain examination results, license number, categories for which licensed or certified, correspondence, renewal notices Arranged numerically.	Created pursuant to PL 92-516 and 40CFR150-189, and c.132B MGL and 333CMR10.0 to license and certify pesticide applicators and dealers Subject to Audit:Yes/No		1 year following 21 day appeal period	------	DESTRUCTION	1 year followi expiration of 21 day appeal period
EM NO. 3. RMER HEDULE MBER 4/72	EXAMINATION APPLICATIONS Includes applicant name, examination applied for and remittance of fee.	Created pursuant to PL 92-516 and 40CFR150-189, c.132B MGL and 333CMR10.0 to apply for examination Subject to Audit:Yes/No	License files	1 year after audit	-----	DESTRUCTION	1 year after audit

	SERIES TITLE & DESCRIPTION List materials included in case file. Indicate arrangement.	PURPOSE OF SERIES - Use, Creators & Legal Reference.	DUPLICATES Location & Media.	OFFICE RETENTION	SRC RETEN.	FINAL DISPOSITION & CONDITIONS	TOTAL RETENTION
EM NO. 4. ORMER CHEDULE UMBER	PESTICIDE USE REPORTS Contain place of application, date, registered or brand name of product, EPA registration number, amount applied, purpose of application, method, names and license numbers of persons applying, insurance coverage, any accidents, illnesses or ~~injuries, applications within~~ groundwater zone 2.	Created pursuant to PL 92-516 and 40CFR150-189, and c.132B MGL and 333CMR10.15 to account for registered pesticide applied in Massachusetts Subject to Audit:Yes/No	Data base Zone 2 applications overslayed to Mass GIS	7 years	-------	DESTRUCTION	7 years
EM NO. ORMER CHEDULE UMBER		Subject to Audit:Yes/No					
EM NO. 5. ORMER CHEDULE UMBER	MINUTES OF THE PESTICIDE BOARD Contain the deliberations, and actions of the Pesticide Board. Arranged chronologically.	Created pursuant to PL 92-516 and 40CFR150-189, and c.30A s.11A½, c.66 s.5A, c.132B MGL, and 333CMR3.0 to record the deliberations and actions of the Pesticide Board Subject to Audit:Yes/No		15 years	------	TRANSFER TO ARCHIVES	TRANSFER TO ARCHIVES
EM NO. 6. ORMER CHEDULE UMBER	EXPERIMENTAL USE PERMIT FILES Contain permit applications, permits and final reports of experimental pesticide application and include the names and registration number of the pesticides, applications and applicators, locations, methods, controls, and results.	Created pursuant to PL 92-516 and 40CFR150-189, and c.132B MGL and 333CMR7.0 to request and permit experimental appliction of pesticides and to report the results Subject to Audit:Yes/No		10 years	------	DESTRUCTION	10 years

	SERIES TITLE & DESCRIPTION List materials included in case file. Indicate arrangement.	PURPOSE OF SERIES - Use Creators & Legal Reference.	DUPLICATES Location & Media.	OFFICE RETENTION	SRC RETEN.	FINAL DISPOSITION & CONDITIONS	TOTAL RETENTION
ITEM NO. 7. FORMER SCHEDULE NUMBER	PRODUCT REGISTRATION FORMS Include company and product names and registration remittance.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL and 333CMR8.0 to register product for use in MAssachusetts Subject to Audit:Yes/No		1 year following audit	-------	DESTRUCTION	1 year following audit
ITEM NO. 8. FORMER SCHEDULE NUMBER	PRODUCT REGISTRATION FILES Contain company data, product ingredients, and product labels of products being distributed in Massachusetts during the current year. Arranged alphabetically.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL adn 333CMR8.0 to account for registered products being distributed in Massachusetts during the current year. Subject to Audit:Yes/No	Data base	After use	-------	DESTRUCTION	After use
ITEM NO. 9. FORMER SCHEDULE NUMBER	DEAD LABEL FILE Contains product labels purged from Product Registration Files due to supersession because of changes to the label relating to application method, application, cautions, etc. Arranged alphabetically.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL and 333CMR8.0 to maintain a record of product label which may have a bearing on the use of the product Subject to Audit:Yes/No		3 years	------	DESTRUCTION	3 years
ITEM NO. 10. FORMER SCHEDULE NUMBER	INVESTIGATION FILES Contain records of investigations involving registered substances including investigation reports, evidence including labels and photographs, sample documentation and receipts, lab reports, notices of inspection, memoranda and reports.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL and 333CMR1.0-11.0 to investigate violations of statute or regulation Subject to Audit:Yes/No		While active	25 yrs	TRANSFER TO ARCHIVES FOR SELECTIVE RETENTION	TRANSFER TO ARCHIVES FOR SELECTIVE RETENTION

	SERIES TITLE & DESCRIPTION List materials included in case file. Indicate arrangement.	PURPOSE OF SERIES - Use, Creators & Legal Reference.	DUPLICATES Location & Media.	OFFICE RETENTION	SRC RETEN.	FINAL DISPOSITION & CONDITIONS	TOTAL RETENTION
ITEM NO. 11. FORMER SCHEDULE NUMBER	PRODUCER INSPECTION FILES Contain notice of inspection, firm name and registration number, sample collection reports, receipts, and lab analyses. Arranged alphabetically.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL and 333CMR1.0-11.0 to record inspections of producers of registered pesticides Subject to Audit:Yes/No	Copies, originals filed with EPA	5 years	------	DESTRUCTION	5 years
ITEM NO. 12. FORMER SCHEDULE NUMBER	MARKETPLACE INSPECTION FILES Contain notice of inspection, firm name and registration number, sample collection reports, receipts, and lab analyses. Arranged alphabetically.	Created pursuant to PL 92-516 and 40CFR150-189 and c.132B MGL and 333CMR1.0-11.0 to record inspections of dealers of registered pesticides. Subject to Audit:Yes/No		5 years	------	DESTRUCTION	5 years
ITEM NO. FORMER SCHEDULE NUMBER		Subject to Audit:Yes/No					
ITEM NO. FORMER SCHEDULE NUMBER							

The Commonwealth of Massachusetts

Office of the Secretary of State
Michael Joseph Connolly, Secretary
MASSACHUSETTS ARCHIVES AT COLUMBIA POINT
Records Conservation Board

MEMBERS
STATE LIBRARIAN
ATTORNEY GENERAL
COMPTROLLER
COMMISSIONER OF ADMINISTRATION
SUPERVISOR OF PUBLIC RECORDS
STATE ARCHIVIST OR DESIGNEES

TO: Mr. Paul E. Gosselin
Executive Office of Environmental Affairs
Dept. of Food and Agriculture
Regulatory Services, Pesticide Bureau
100 Cambridge Street
FROM: Boston, MA 02202

DATE: September 20, 1991

Records Conservation Board

Your application(s) for Disposal Schedule on Form RCB-1 were approved at the Records Conservation Board meeting held on September 11, 1991 and have been assigned the number D.S. 64/91. Enclosed is your signed file copy of the schedule. The accompanying (RCB-2) (RCB-2M) (RCB-2T) was also approved at this meeting.

Enc.

220 Morrissey Blvd., Boston, MA 02125 (617) 727-2816

The Commonwealth of Massachusetts

Office of the Secretary of State
Michael Joseph Connolly, Secretary

MASSACHUSETTS ARCHIVES AT COLUMBIA POINT
Records Conservation Board

MEMBERS
STATE LIBRARIAN
ATTORNEY GENERAL
COMPTROLLER
COMMISSIONER OF ADMINISTRATION
SUPERVISOR OF PUBLIC RECORDS
STATE ARCHIVIST OR DESIGNEES

TO: Mr. Paul Gossellin
Dept. of Food and Agriculture
Pesticide Bureau
100 Cambridge Street
Room 2103
FROM: Boston, MA 02202

DATE: October 20, 1992

Records Conservation Board

Your application(s) for Destruction Permission on Form RCB-2 or RCB-2M, utilizing D.S. 64/91 was (were) approved at the Records Conservation Board meeting held on October 14, 1992. Enclosed is your signed filed copy authorizing the requested disposition transaction.

Your application(s) for Transfer Permission on Form RCB-2T utilizing D.S._____ was (were) approved at the Records Conservation Board meeting held on _____.

220 Morrissey Blvd., Boston, MA 02125 (617) 727-2816

Records Conservation Board
State Archives at
Columbia Point
220 Morrissey Blvd.
Boston, MA 02125

(Prepare in Duplicate)

Do not use this space

Disposal Schedule(s)

64/91

APPLICATION FOR: DESTRUCTION PERMISSION

1. Destruction Permission For FOOD & AGRICULTURE (Department or Agency)
PESTICIDE BUREAU (Division)

2. Total approximate volume of records proposed to be destroyed (no. of file drawers, volumes, or cubic feet): 7 BANKER BOXES

3. Location of records: ~~ROOM 2103-100 CAMBRIDGE STREET~~

4. I certify that the last entries on the records listed in this application were made prior to the retention date of this agency's Disposal Schedule(s) thus satisfying the legal requirements that certain records be kept for a specified length of time.

Department Head or Authorized Agent

9/9/92
Date

APPROVALS:

Pursuant to provisions of General Laws, Ch. 30, Section 42, as most recently amended, the Records Conservation Board hereby grants permission to the applying agency to destroy the records listed in this application under the above Disposal Schedule(s).

Chairman, Records Conservation Board

Secretary, Records Conservation Board

OCT 14 1992
Date of Permission to Destroy

INSTRUCTIONS FOR COMPLETING THIS RCB-2 FORM ON REVERSE SIDE OF THIS SHEET

IMPORTANT!! — YOU MUST RE-SUBMIT THIS FORM EACH TIME YOUR AGENCY DESTROYS ANY OF THE RECORDS LISTED HEREIN. NO RECORD CAN BE DESTROYED UNLESS IT IS INCLUDED IN AN AUTHORIZED DISPOSAL SCHEDULE.

ITEM NO.	DESCRIPTION OF RECORDS (GIVE FORM NUMBER, IF ANY)	APPLICABLE SCHEDULE	INCLUSIVE DATES
	Example:		
(1)	CB 12 — Standard Invoice	16/64	1950-1957
(5)	Examination applications	64/91	Jan.1988-Dec.1988
(3)	Examination applications	64/91	Jan. 1990-Dec.1990
(2)	License Files #'s 78 thru 11800	64/91	1980-1990
(2)	License Files #'s 17693 thru 20555	64/91	1980-1990
(2)	License Files #'s 12417 thru 18271	64/91	1980-1990
~~(-)~~	~~Misc. Receipt and license voucher records~~	~~n/a~~	~~1983-1988~~
(2)	License Files #'s 12260-17690 (List more records on back)	64/91	1980-1990

Records Conservation Board
State Archives at Columbia Point
220 Morrissey Boulevard
Boston, MA 02125-3314

727-2816

Submit in Triplicate

Do not use this space

Disposal Schedule(s)

44/92

APPLICATION FOR: DESTRUCTION PERMISSION

1. Destruction Permission For: Food and Agriculture
Department or Agency
Administration
Division

2. Total approximate volume of records proposed to be destroyed (no. of file drawers, volumes, or cubic feet): _____

3. Location of records: F1 21 100 Cambridge ST

4. I certify that the last entries on the records listed in this application were made prior to the retention date of this agency's Disposal Schedule(s) thus satisfying the legal requirements that certain records be kept for a specified length of time.

Mary Beth Gusiffe
Department Head or Authorized Agent

Date

APPROVALS:
Pursuant to provisions of M.G.L., Ch. 30, S. 42, as most recently amended, the Records Conservation Board hereby grants permission to destroy the records listed in this application under the above Disposal Schedule(s).

Gerard S Eigen
Chairman
Records Conservation Board

Albert H. Whitlen
Secretary
Records Conservation Board

SEP 2 1992
Date of Permission to Destroy

INSTRUCTIONS FOR COMPLETING THIS RCB-2 FORM ON REVERSE SIDE OF THIS SHEET

IMPORTANT!! _ YOU MUST RE-SUBMIT THIS FORM EACH TIME YOUR AGENCY DESTROYS ANY OF THE RECORDS LISTED HEREIN. NO RECORD CAN BE DESTROYED UNLESS IT IS INCLUDED IN AN AUTHORIZED DISPOSAL SCHEDULE.

ITEM NO.	DESCRIPTION OF RECORDS (give form number, if any)	APPLICABLE SCHEDULE	INCLUSIVE DATES
(1)	Example Payment Voucher	58/87	1987
1.	NASDA Files (1980-85)	44/92	1980-85
2.	Commissioners' Correspondence (Within EOEA)	44/92	1974-89
3.	Newsclipping Files	44/92	1975-90
4.	Pesticide Board Backup Files	44/92	1984-89
5.	Audit Reports	17/76	pre-1987

(list more records on back)

RCD DISPOSAL SCHEDULE SERIES LIST

	SERIES TITLE & DESCRIPTION - List materials included if case file. Indicate arrangement.	PURPOSE OF SERIES - Use, creators & legal reference.	DUPLICATES Location & media.	OFFICE RETENTION	SRC RETEN	FINAL DISPOSITION & CONDITIONS	TOTAL RETENTION
ITEM NO. 1. FORMER SCHEDULE NUMBER	BOARD MEMBER MEETING ATTENDANCE LETTER Form letter of attendees at board meetings-this allows payment for attendance at board meetings. MGL c132B, s.3 Pesticide Board ID 0732; ALPC-S.11B, Board ID 0705, Board of Food & Agriculture MGL c20, s. 1-6, Board ID 0702.	Letter to authorize payment to board members. Subject to Audit: Y/N	NONE	1 yr. after audit		DESTRUCTION	1 year after audit
ITEM NO. FORMER SCHEDULE NUMBER		Subject to Audit: Y/N					
ITEM NO. FORMER SCHEDULE NUMBER		Subject to Audit: Y/N					
ITEM NO. FORMER SCHEDULE NUMBER		Subject to Audit: Y/N					

Attachment Five:

Pesticides Inspection Manual

I. INTRODUCTION/GENERAL INSPECTION INFORMATION

Statement of Work

The regulation of pesticides in Massachusetts is carried out under the Massachusets General Laws, Chapter 132B, the Massachusetts Pesticide Control Act (MPCA). The Act provides Agriculture for a Pesticide Board in the Department of Agricultural Resources (DAR). The Board advises the Commissioner of the Department of matters relative to carrying out the purpose of the statute, approves regulations prior to adoption by the DAR and acts as an appellate body for decisions and action of DAR relative to pesticides. A subcommittee of the Pesticide Board is charged with the responsibility of registering pesticides for use in the Commonwealth. The statute charges a director, acting within DAR and under the Commissioner of the Department, with the day-to-day administration of the pesticide program. This activity is carried out by the Pesticide Bureau.

Chapter 132B and the regulations promulgated thereunder, codified as 333 CMR, provide for the regulation of pesticides, issuance of experimental-use permits, certification of those who use or supervise the use of restricted pesticides, licensing and certification of other users of pesticides and licensing of dealers of restricted use pesticides. These powers parallel those granted to the Environmental Protection Agency (EPA) by the ammended Federal Insecticide Fungicide and Rodenticide Act (FIFRA) and the Federal Code of Regulations 40 and in some instances exceed them.

In 1980 and in each subsequent year the DAR has entered into a cooperative agreement with the EPA to administer and enforce MPCA and the FIFRA. Under this agreement, the Commonwealth has primary enforcement responsibility for pesticide use violations.

There are five major functions performed by the Pesticide Bureau.

1. Licensing/Certification Program. The Bureau maintains a program to license and/or certify individuals who wish to use pesticides commercially, sell restricted-use pesticides, or to purchase and use restricted-use pesticides. There are four categories of licensing or certification:

Commercial Applicator- allows individuals to use a general use pesticide on a property that is not their own

Commercial Certification- allows individuals to use or supervise the use of restricted use pesticides

Private Certification- allows individuals to use or supervise the use of restricted use pesticides in the production of a commodity

Dealers License- allows individuals to distribute restricted use or state-limited use pesticides

The licensing and certification process requires that an individual obtain the appropriate study manual from the Cooperative Extension Service, become familiar with it, and then take the appropriate exams. The core exam is required for all individuals to become licensed or certified. One or more specialty exams are required for certification. Only the core exam is required to obtain a license.

2. Enforcement. The Bureau enforces FIFRA and MPCA by conducting routine inspections and investigations of pesticide use/misuse.

Routine inspections include but are not limited to inspecting pesticide producing establishments, retail outlets selling general use pesticides and outlets managed by licensed dealers distributing restricted use pesticides, licensed individuals and their business, and schools.

Use/misuse investigations involve answering consumer complaints, observing pesticide applications by licensed/certified individuals and inspecting the records of pesticide applications.

3. Registration. The Bureau mails applications, processes fees, mails receipts and within certain limits approves pesticide re-registration.

4. Education. The Bureau is committed to educating the general public on the proper use and handling of pesticides by means of distributing information literature, providing speakers etc.

5. Staff to the Pesticide Board and Pesticide Board Subcommittee. The Bureau provides the support staff for the Board and Subcommittee.

The Importance of Being an Inspector, Presenting Yourself to the Public

The success of inspectors in the field is determined, to a large extent, by how they are perceived. Confidence in yourself, a working knowledge of the rules and regulations, and a professional attitude are paramount to a success in the field. A competent inspector is perceived as being knowledgeable and should be willing to assist the people in their area of operations. Many people may have had negative experiences with other state and local agencies and my feel reluctant to cooperate with you. Therefore, you must deal with and counter these perceptions to be successful.

An inspector is the advance guard of the Department, and is often the only Bureau personnel in direct contact with the public. Many impressions about the Department are developed according to how you conduct yourself. So you must make those impressions positive ones.

An inspector shall dress appropriately for all types of inspections. Some inspections differ greatly from one another and the inspector shall ensure that their dress is appropriate for the type of inspection that is being conducted.

Presenting Identification

The initial step to any interview or inspection is to introduce yourself to the owner, operator or individual in charge and present official credentials and identification.

Section 26 under FIFRA gives states the primary enforcement responsibility for all use violations. To fulfill this responsibility, the state has adopted the Massachusetts Pesticide Control Act (MPCA) and promulgated 333 CMR regulating the labeling, distribution, sale storage, transportation, use and application, and disposal of pesticides.

All use inspections, marketplace inspections and dealer inspections are conducted under the authority of the MPCA. Therefore it is necessary for you to present credentials indicating you are acting under the authority of state law. Fore these inspections Department of Agricultural Resources identification should be used.

Since the state does not regulate the production of pesticides, inspections of producer establishments are conducted under the authority of FIFRA. It is therefore necessary to use the federal credentials provided by EPA.

Investigational Documentation, Keeping Field Notes

In conducting investigation under the MPCA and FIIFRA you are required to interview people who can provide you with information, and to make your own observations that will allow the Department to decide whether these laws are being complied with. It is obviously important that the information obtained from these interviews and observations be complete and accurate.

All pertinent information obtained during your investigations must be reported in final form in official reports (collection reports, use investigation reports, narrative reports, etc.) Of utmost importance, however, is that the immediate source of this information be your inspectors notes not memory.

During your interviews and observations, take accurate and complete notes of all pertinent information at that time. Your notes should be dated and the source described. Information obtained by telephone should likewise be recorded (see Telephone Log sheet). It is advisable to use a bound notebook to keep your notes.
The importance of taking on –the-spot notes during interviews and observations is underscored by the fact that you may required to testify in court regarding information you obtained in an investigation. Notes taken during an interview or observation should be maintained by you indefinitely, and you are expected to have them readily available anytime the need arises.

Statements/Affidavits

In addition to your notes and reports, “affidavit” statements are important when the information obtained in an interview appears to indicate a potential violation of FIFRA or MPCA. In such cases you should obtain affidavit statement (s) from the appropriate person(s) interviewed (See FIG I-1)

The most important information that should be obtained and put into a statement is the who, what, where, why and when of the issue at hand. This should include things like product EPA registration number, mixing rates, application rates, weather conditions, etc. The statement should also include any admittance to violating MPCA, FIFRA or the regulations.

All statements are to be handwritten by the inspector in pen. The individual giving the statement must have the chance to read and review what the inspector has written. If he/she want to change or add any information, they should be allowed to do. In addition, if there area any areas that have been crossed out the individual giving the statement must initial that area. If there any unused lines on the statement form, they should be crossed out with an X and initialed in the middle by the individual being interviewed.

In some cases, the individual interviewed will have their own statement written. When that occurs you write on a statement form, that the individual provided their own statement to you and then have the individual sign the statement form.

Writing Reports

There are several types of inspections investigations conducted:

Use
Misuse (this term is interchangeable with “follow up”)
Routine Establishment Inspections (REI)
License Dealers
Marketplace
Producer Establishment Inspections (PEI)

Generally the written reports will be the same for all enforcement activities, however, some inspections require forms unique to the particular enforcement activity. These will be discussed separately as each type of inspection or investigation is described.

General report formats and the forms common to all report

INSPECTION REPORT: the cover page which identifies the type of inspection, start date, individuals involved, enforcement actions, violations, and pesticides involved. (see Figure I-2)

NARRATIVE: the page(s) used to provide a brief but concise summary of investigation/inspection. (see Fig. I-3)

ATTACHMENTS: list of all documents and samples that were collected during investigation. (see Fig. I-4)

NOTICE OF INSPECTION: there are three different types of NOI’s (misuse/use, marketplace and PEI). Use the appropriate notice for the inspection/investigation. (see Fig. I-5, I-6)

File Arrangement

All files must be arranged in the same way. The following outlines the order in which the file should be arranged:

1) Inspection Report
2) Narrative
3) Attachement Form
4) Notice of Inspection
5) Receipt for Sample
6) Collection Report
7) Document Sample
8) Statement
9) Exhibits
10) Additional Report Forms/Information (i.e. checklist)
11) Enforcement Actions

Pesticide Residue Sampling

Introduction

Pesticide residue samples are collected for analysis to obtain pertinent, timely and valid data. Data obtained from the sampling is an important piece of an inspection/investigation and are used in the regulatory decision-making.

There are several variables to consider when planning to collect residue samples. These are the laboratory capabilities, physical and chemical properties of the pesticide and sample media, and the objectives for collecting the sample(s). The planning should be determined by the sample types and amounts, sampling site, collection methods and equipment and solvents used.

Often residue-sampling decisions are made immediately on site. It is the Inspector's responsibility for this decision. If the Inspector needs assistance the Inspector should attempt to communicate with laboratory personnel or another Inspector prior to sampling.

This section provides the Inspector with some basic guidelines that should be followed in collecting residue samples. Any deviation from this manual must be noted within the Inspection Report.

General Considerations

Residue samples are important because they can be used to document the presence and quantity of a pesticide(s) at the sampling site. Therefore, residue samples should be collected when:

1. The presence of a particular pesticide is inconsistent with the directions on the label of the pesticide used.
2. A violation is suspected.
3. Samples are needed to document the violation.
4. There is a question about what pesticide was used.
5. There is a question about whether or not a pesticide is present.

When the Inspector decides that it is necessary to collect residue samples the circumstances and consequences of the application will determine the types and amounts of sample that should be collected from the sampling site(s).

The most common types of samples that the Inspector will require to collect are the following:

1. surface (wipe)
2. water
3. vegetation

4. soil / sediment
5. fish, bird and other small animals, bees and hive material
6. air

The specific directions appearing on the pesticide label and the Inspector's experience in knowing where a particular pesticide can and cannot be used serves as the best guide to sample collection sites.

Residue sample analysis determines the presence and quantity of a pesticide in a particular sample. However sampling alone may or may not determine the results of the inspection/investigation. Background information must be obtained in order to interpret the analytical results and to determine whether the presence of a pesticide is the result of the application(s) of pesticide(s) under investigation.

As part of the inspection/investigation the Inspector must determine if and where previous pesticide applications were made and obtain information regarding previous applications as well as the application(s) subject to the inspection/investigation.

Residue sample analysis is expensive and time-consuming. Prior to collecting residue samples the Inspector should consider if the sample(s) is necessary to make a conclusive enforcement decision. If there is any doubt, sample(s) should be taken.

SPECIFIC SAMPLING PROCEDURES

SURFACE (WIPE SAMPLES)

Wipe samples should be collected when the Inspector must document the specific location of a pesticide application (possibly unknown) that may not be allowed by label directions and when such information is needed beyond what is available through interviews, records, etc. Sampling should include the locations in question as well as known locations of applications and unexposed sites. Separate containers must be used for each location of sampling.

A surface or wipe sample are taken to collect the pesticide residue from a surface. Residues may be in the form of a dried liquid or dust. When collecting a dust from a surface the following procedure should be followed:

1. Inspector must where a clean pair of nitrile gloves.
2. Take a clean piece of cheesecloth or gauze and place into a clean small glass amber bottle. This is the Inspector's Sample Blank.
3. Measure the surface area of the sample area (a minimum of 1 square foot, 12inches by 12inches, if practicable).
4. Collect all the dust within that sample area. Use a clean index cards to scrap the dust into a clean glass amber bottle or use either dry piece of cheesecloth or gauze to collect the dust and place the dust and cheese cloth or gauze into a clean glass amber bottle. Use the smallest available glass amber bottle.

When collecting a dried liquid or an invisible residue a solvent must be used to remove the residue from the surface. The solvent used in all cases unless instructed differently by laboratory personal is 70% isopropanol (rubbing alcohol) in water. When collecting wipe samples of a dried liquid or an invisible residue the following procedures should be followed:

1. Inspector must where a clean pair of nitrilel gloves.
2. Take a clean prepackaged alcohol swabs (70% isopropamol in water) or a piece of cheesecloth, or gauze and saturate with solvent. Place cheesecloth into a clean small glass amber bottle. This is the Inspector's Sample Blank.
3. Measure the surface area of the sample area (a minimum of 1 square foot, 12inches by 12inches, if practicable).
4. Saturate a piece of cheesecloth (or gauze) with solvent.
5. Wipe sample area completely, additional pieces of cheesecloth may be used to completely wipe the sample area.
6. Place wipe sample into the smallest available glass amber bottle.
7. Wipe sample area with a dry wipe and add to sample bottle.

For each different wipe area the above procedures should be followed and each area is a different sample. Only one Inspector's Sample Blank is necessary for a given site and sample period. If the Inspector needs to return to the site to do additional wipe samples a new Inspector's Sample Blank will be needed because it is a new sample period.

WATER

Pesticide applications to sites adjacent to bodies of water may result in direct application, drift or other movement of pesticide into the water. Sampling is indicated when you suspect that the application is contrary to the pesticide label directions or has resulted in some environmental harm, i.e. fish kill. Samples should be obtained from the point where the pesticide(s) is believed to have been introduced into the waterm, where it is believed to have entered the water, or where the environmental effects were observed. Samples collected at various locations downstream from these points or at an outlet of the body of water may demonstrate movement of the pesticide. A sample from an upstream or inlet location will be the control.

When taking a water sample the following should be done:

1. A minimum of 1000 ml of water must be collected for each sample.
2. Collection should be accomplished directly by using sample bottles to obtain water at various depths.
3. The sample bottle should be attached to a sample extension pole.
4. Sample bottle should be filled to overflowing and capped to ensure that there is no air in the bottle.

The Inspector should not enter the water if possible to prevent the disturbance of the sediment. The collection of sediment from the bottom of the body of water should be avoided. Sediment sample collection will be discussed below

VEGETATION

Circumstances where collection and analysis of vegetation may be necessary include instances where vegetation damage is suspected to be caused by direct application or drift of the pesticide onto that site that would be inconsistent with label directions.

The following steps should be taken when collecting vegetation:

1. Collect enough vegetation to fill a large sample bag ¾ full.
2. Each vegetation sample should be wrapped in aluminum foil prior to placing into sample bag.

As a general rule only one type of vegetation (i.e. oak leaves) should be collected for each sample.

In cases where systemic absorption of a pesticide is suspected in small plants the entire plant including root structure should be collected.

SOIL/SEDIMENT

Sediment samples can be useful in instances where the presence of a pesticide in water or fish may be the result of long term accumulation with the sediment acting as a sink. Sediment sampling may provide information that will distinguish such a situation from current use. Since the collection of samples does not have to occur immediately, if there is any question as to the value of such sampling the Inspector should contact their supervisor before sampling.

When collecting sediment or soil sample the following steps should be taken:

1. A minimum of one 500ml glass amber bottle should be filled with soil/sediment for each sample collected.
2. The Inspector should collect the soil/sediment from the surface to a depth of 4 inches.

In order to avoid cross contamination when collecting soil and sediment use a sterile disposal scoop for each sample collected. Alternatively, the Inspector may use the sample bottle alone to scoop the soil/sediment into the bottle.

The water content in a sediment sample should be kept to a minimum. To accomplish this, after each scoop the sediment bottle should be decanted and the collection process repeated for the sample until the bottle is filled.

If special sampling equipment (e.g. a hand auger) is used to sample the sediment or soil, that equipment must be cleaned between each sample with the appropriate solvent in order to avoid cross contamination. The Inspector should contact the laboratory for assistance with sampling equipment and cleaning supplies/solvents.

FISH/BIRDS/OTHER SMALL ANIMALS

Instances when such collections may be necessary include those where the dead animal(s) in question is not a target pest listed on the label of the suspected pesticide and/or is found in a site where the pesticide in question should not be applied. Before collecting, however, you should have reasonable suspicion of the involvement of a particular pesticide. If a question exists, the samples(s) should be taken. At a later time decisions can be made regarding the analysis of the samples.

Only dead animals should be collected unless otherwise instructed. The entire animal should be collected unless otherwise instructed.

For Bees, collect dead bees and fill a 500ml glass bottle.

For Birds, collect the entire bird. Wrap in aluminum foil and seal into a plastic bag.

For Fish, collect dead or dying fish. Wrap fish in aluminum foil and seal into a plastic bag. Contact Massachusetts Fisheries and Wildlife 800-632-8075.

AIR SAMPLING

Currently the Massachusetts Pesticide Bureau does not conduct air sampling.

USE DILUTION SAMPLES

In conducting a use investigation or a use observation it may be necessary to collect a use-dilution sample(s) to determine whether the user is complying with the pesticide label(s) directions and/or determine if the pesticide(s) are actually being applied.

When collecting a use-dilution sample it is important to collect the sample from the applicators application equipment if possible. It is important that the pesticide(s) to be sampled are appropriately agitated if required by the pesticide label before sampling.

If the sample to be collected is from a ready-to-use pesticide (no mixing required) then a document sample should be taken (see below).

DOCUMENT SAMPLES

A documentary sample is an “official sample” in which an enforcement action can be based.

A documentary sample consists of the portion of a pesticide product defined as the label (see section 2(P)(1) of FIFRA), as well as any literature or any other accompanying written, printed or graphic material that refers or pertains to, and accompanies the product. Such literature and the label together are defined as labeling (see section 2(P)(2) of FIFRA).

Collecting a documentary sample requires collecting the labeling which represents the labeling of the pesticide product and is representative of the labeling of the entire lot of the pesticide being sampled.

The Inspector can not collect a label from a pesticide container and leave the container unlabeled. However the Inspector can obtain a documentary sample by obtaining photographs or photocopies of the pesticide labeling. Copies of the label (i.e. bin pesticide label or specimen labels) that are representative of the pesticide label and of

accompanying literature are acceptable. In such instances however, the documentary sample is not the bin label or specimen label. The bin label or specimen label is a label that is not attached yet to a pesticide that has been labeled, packaged and released for shipment. That being said the labeling representative of the pesticide labeling is a documentary sample (i.e. pesticide literature or graphic material).
Documentary sample can be taken in conjunction with physical samples. In many cases a documentary sample is taken often when a physical sample can not.

If the documentary sample is a digital photograph the photo number assigned by the camera must be recorded on the collection report. Along with the type of camera used and the settings selected on the camera for the photo(s).

A complete Pesticide Sample Collection Report must be completed and signed by the Inspector and the agent in charge at the establishment being inspected. All documents contained in the sample must be labeled with a sample number and should also be initialed and dated by the agent in charge at the establishment being inspected.

FORMULATION SAMPLES

Formulation samples are generally collected at the producer, distributor or marketplace establishments. In some cases formulation samples are collected at the end user establishment. A formulation sample is a sample collected from a pesticide that has been label, packaged and released for shipment. A formulation sample is a sample of a pesticide that has not been mixed with a diluent for use (concentrate) or a sample of a ready-to-use pesticide.

A pesticide the is packaged, labeled and released for shipment defines that point in the production/marketing process of a pesticide when the product has been produced and it is the intent of the producer to introduce the pesticide into commerce. At the distributor and retail establishment the pesticide(s) have been released for shipment at an earlier time by the producer establishment and are subject to inspection and sampling as finished product(s)/pesticide(s).

In most cases the entire container is collected. If it is not feasible to collect the entire container the pesticide must be collected into a 500ml glass amber bottle and appropriately labeled. Record the batch code and or lot number for the container(s) sampled on the bottle label and Pesticide Sample Collection Report. If a sub sample is not able to be taken then a document samples should be taken.

Since a documentary sample is an official sample, at the producer establishment the sample must be collected from a lot that has been labeled, packaged and released for shipment. A sample from any other source is not an official sample and no enforcement action can be taken.

GENERAL PROCEDURES FOR ALL SAMPLING

When samples are collected or prior to samples being collected the laboratory must be contacted to allow for the laboratory to prepare for the sample(s).

Each time a different sample is taken, the Inspector must put new gloves on to eliminate possible cross contamination.

STORAGE

Pesticides released into the environment are subject to degredation. This degradation depends on the chemical properties of the pesticide and the media, as well as environmental variables. Therefore, before beginning an investigation where samples may be collected the Inspector will need an ice chest (cooler) and ice. Once the sample is collected, labeled and sealed the sample must go immediately in the ice chest with the ice. All samples should be transferred to the laboratory as soon as possible after collection. The Inspector should contact the laboratory before delivery of the samples so that the laboratory personnel can prepare. If sample(s) can not be delivered the same day as collection the sample(s) must be packed in ice or refrigerated until delivery. If the sample(s) are of a liquid matrix make sure the sample(s) do not freeze. If a liquid sample freezes there is a great chance that the sample container will break and the sample will be lost.

Time and date of all transfers to and from cooling/freezing facilities up to transfer to the laboratory must be reported on the collection report.

LABELING

Sample Numbers

All samples either documentary or physical must have its own unique sample number. The sample number is constructed as follows:

> Inspector's Initials Date of Sample (Year Month Day) – number of sample taken that day Inspector's Initials.
>
> MWM 061212-1 MWM

The above sample number was collected by Michael W. McClean in the Year 2006 in the 12 Month (December) on the 12 day of December and it was the first sample collected that day.

Labeling Formulation Samples

When sampling formulation the sample number must be affixed to the pesticide container. This can be done by either writing directly on the container with a permanent marker or by placing a peal and stick label on the container. In either case do not cover any writing or graphics on the container.

If the Inspector is collecting the formulation into a 500ml glass amber bottle the bottle must be labeled with the sample number and with either a bin label that is identical to the label on the original container can be affixed to the bottle or on a peal and stick label the following information must be record and affixed to the sample bottle:

1. Brand Nme of Pesticide
2. EPA Registration Number
3. Batch Code and or Lot Number
4. Appropriate Signal Word
5. Active Ingredient and Percentage of Each
6. Name and Address of Manufacturer

Use Dilution Samples

When a use dilution sample is collected the container must be labeled with the following:

1. Sample Number
2. Brand Name of Pesticide(s)
3. EPA Registration Number
4. Active Ingredient
5. Dilution Rate

Residue or Environmental Samples

When a residue sample is collected the container must be labeled with an identification of the type of residue sample (i.e. foliage, water, 3 sun fish, wipe). With a wipe sample include the wipe area (12”x12”). The label must also include the following:

1. Sample Number
2. Active Ingredient(s) suspected or the type of general analysis such as herbicide screen

Each container of pesticide residue samples must be labeled with the sample number and active ingredient (glyphosate) or analysis type to be preformed (herbicide screen).

REPORTING

All samples must have a complete Pesticide Sample Collection Report, copy of the pesticide label active ingredient statement. No labeling is required if the analysis is a screen.

Any deviations from the standard procedures must be reported to alert the laboratory personnel or reviewer of any potential ramification of such deviation.

When ever possible always document the pesticide container batch code and or lot number on the Pesticide Sample Collection Report.

SEALING SAMPLES/CHAIN OF CUSTODY

All physical samples must be sealed with an official EPS or State seal. The sample(s) should be seal in the presents of the agent in charge of the establishment being inspector. Once sample is sealed it must be placed into cooler and remain cool until delivery to the laboratory.

All samples must be accompanied by a collection report/receipt for sample.

Sealing Samples

1. Place the sample in an inverted plastic bag.
2. Tie the plastic bag in a knot.
3. Turn the excess portion of the bag above the knot over the knot.
4. Tape the excess portion of the bag below the knot
5. Place a seal below the knot over the tape. (Prepare the seal prior to sealing the bag.)

Preparing Seal

1. Enter Sample Number.
2. Enter date sealed
3. Inspector's signature of Inspector sealing the sample.
4. Print Inspector's name (same as signature) and title of sealer
5. One seal per sample

Resealing Sample

If it becomes necessary to break the seal do the following:

1. Mount broken seal on a piece of paper.
2. Enter the date broken and Inspector's initials
3. Submit broken seal with the collection report to provide a continuous history.
4. Reseal sample with new seal.

Pesticide Sample Collection Report

All sample collection report must be completed on site and sign by the Inspector and the agent in charge at the establishment being inspected. All samples should be accompanied with a copy of the Notice of Inspection, Pesticide Labeling and any other documents deemed necessary for laboratory analysis. An example of a completed Pesticide Sample Collection Report follows on the next page.

Massachusetts Department of Agricultural Resource
251 Causeway Street, Suite 500, Boston, MA 02114

PESTICIDE SAMPLE COLLECT REPORT

Inspection Type:___NAF_____ Sample No.:___MWM 061212-1_____

File Name:__Joe's Landscaping_____

Brand Name:___Talstar One_____

EPA Reg No.:____121-525_____ EPA Est. No.:____121-MN-25_____

☐ Documentary ☐ Formulation ☐ Soil ☐ Sediment ☐ Disinfectant ☐ Plant Matter ☐ Water
☐ Use Dilution ☐ Animal Matter ☐ Container Residue X Wipe ☐ Other:_____

Manufacturer (Shown on label) Street City State Zip

_Jones_____30 Winthrop St_____Boston_____MA_____02114
Place Taken Street City State Zip

Date Taken:_12/12/06__ at __9:30 am No. of Sample Containers:___1 No. of packages sampled:_N/A

Representing: quantity:_N/A_____ Package size (lb., gal., etc.):_____N/A_____

Batch/Lot No.:_____N/A_____ Other batches present? Yes ☐ No ☐
Shipping records collected? Yes ☐ No ☐ Stop Sale Issued? Yes ☐ No ☐
Was product agitated according to label directions before sampling? Yes ☐ No ☐ N/A ☐

GPS Coordinates:_____

List active ingredient(s) to analyze for:_____ **bifenthrin**_____

___Wiped with cheese cloth soaked with alcohol. Wiped Front Kitchen Window. Wipe area 12" x 12"

DESCRIPTION OF SAMPLE:__Sample MWM 061212-1 MWM is 3 cheese cloth wipes soaked with alcohol placed into a 250 ml glass amber bottle labeled, polybagged and sealed MWM 061212-1 MWM _____

The above pesticide and /or environmental sample was collected by the Massachusetts Department of Agricultural Resources in connection with the administration and enforcement of the Massachusetts Pesticide Control Act and receipt is hereby acknowledged.
The undersigned acknowledges that the sample shown above was obtained from:

☐ a pesticide or device that was packaged, labeled, and released for shipment
☐ a pesticide or other material that was in his/her possession or employer's possession.

Signature:_____jim jones_____ ____Home Owner _____
Person in Charge at Firm Title

Signature:_____mlChael (j) mcclean_____ _____Inspector_____
Collector Title

Duplicate Sample requested and provided? Yes ☐ No X ----

Sample Delivered to:___MPAL_____ Destination:_____Amherst_____
Analyze X Hold ☐ Discard ☐

Relinquished by Date/Time Received by Date/Time

Relinquished by Date/Time Received by Date/T

Fig I-1

The Commonwealth of Massachusetts
DEPARTMENT OF FOOD AND AGRICULTURE

STATEMENT

PESTICIDE BUREAU
100 CAMBRIDGE STREET
BOSTON, MA 02202

STATE: COUNTY: CITY: SAMPLE NO:

BEFORE ME, A REPRESENTATIVE OF THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF FOOD AND AGRICULTURE, PURSUANT TO THE ENFORCEMENT OF THE MASSACHUSETTS PESTICIDE CONTROL ACT (M.G.L.c. 132B) PERSONALLY APPEARED: _____ _____ IN THE CITY, COUNTY AND STATE AFORESAID, WHO AFFIRMS THAT:

BY PLACING MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENT AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE. SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

SIGNATURE TITLE ADDRESS DATE

DEPARTMENT REPRESENTATIVE TITLE DATE

FIG I-2

Digital Inspection Record

Applicator Info (Co. Name, Address, Phone #, Individual interviewed, License #):

Complainant Name:

Inspection Type (NAU, AGU, NAF, AGF, CAR, WPS1, WPS2, MKT, RUP, PEI):

Application Type (Cranberry, General Pest Control, Lawn Care, etc….):

WPS Inspection Info (Use or For Cause):
Violations: (List as - Training; Central Posting; Notice of Application; Entry Restrictions; PPE; Mix/Loading, App. Equip & Applications; Decon; Emer. Assistance; Info Exchange; Retalliation):

Date of Inspection:
Number of Samples (# of Physical, # of Documentary):

Enforcement Action (LOW, Admin Order & Num., etc…):
Date of Enforcement:
Regulation(s) violated:

Pesticide EPA Registration Number(s) of pesticide(s) involved with inspection:

Inspector:

Notes: None

FIG I-3

Narrative

On

Inspectors Signature:_____Date:

FIG I-4

ATTACHMENTS

SAMPLES COLLECTED - DATE AND NUMBER:

STATEMENTS / AFFIDAVITS:

EXHIBITS:

OTHER DOCUMENTS:

INSPECTOR'S SIGNATURE DATE

Fig I-5

Notice of Pesticide Use/Misuse Inspection

MASS. DEPT. OF FOOD & AGRICULTURE
PESTICIDE BUREAU
100 CAMBRIDGE STREET
BOSTON, MA 02202

DATE	HOUR AM PM
NAME OF INDIVIDUAL	TITLE
NAME (Firm, Farmer, Homeowner, etc.)	ADDRESS (Number, Street, City, State and ZIP code)
SIGNATURE OF INSPECTOR	TITLE

REASON FOR INSPECTION

☐ For the purpose of inspecting sites where pesticides are being used to collect data on the use of pesticides and to determine whether pesticides are being used in compliance with the appropriate laws and rules and regulations.

☐ For the purpose of inspecting sites where pesticides have been used to determine whether the pesticides were used in compliance with the appropriate laws and rules and regulations.

VIOLATION SUSPECTED:

CONSENT

☐ Voluntary Consent Necessary to Enter for Inspection and/or Sampling

The undersigned hereby voluntarily consents to an inspection of _____ of which I am Owner, Agent or Person-In-Charge, for the purposes of gathering information and/or samples in connection with the administration and enforcement of the Massachusetts Pesticide Control Act. I understand that I have the right to refuse consent to this entry.

SIGNATURE	TITLE	DATE

COPY DISTRIBUTION: WHITE/OWNER — AGENT COPY YELLOW/USE REPORT COPY PINK/INSPECTOR'S COP

Fig I-6

Massachusetts Department of Food and Agriculture

Pesticide Board

100 CAMBRIDGE STREET, BOSTON, MA 02202

NOTICE OF INSPECTION

ADDRESS (Office Location of Inspector)	
DATE	HOUR ☐ A.M. ☐ P.M.

NAME OF INDIVIDUAL	TITLE
NAME OF FIRM	ADDRESS OF FIRM (No. Street, City, State and Zip Code)
SIGNATURE OF INSPECTOR X	TITLE

REASON FOR INSPECTION

☐ For the purpose of inspecting and obtaining samples of any pesticides or devices packaged, labeled, and released for shipment, samples of any containers or labeling for such pesticides or devices in places where pesticides or devices are produced, or held for distribution or sale.

☐ For the purpose of inspecting and obtaining copies of mandated records.

☐ For the purpose of inspecting the use of pesticides and sampling pesticides in use to determine if they are being used in compliance with appropriate laws and rules and regulations.

☐ OTHER

IOLATION SUSPECTED

DEALER COPY (White) DEPARTMENT COPY (Yellow) (Pink) INSPECTOR COPY

II. CONDUCTING USE/MISUSE INVESTIGATIONS

Introduction

Use investigations (often called Use Observations) are conducted on an affirmative basis. The purpose is to determine the common practices of applying pesticides, to encourage the proper use of pesticides and to determine whether pesticides are being used in accordance with their label directions.

Misuse or follow-up investigations are conducted in response to reported or suspected incidents of pesticide misuse. These investigations are conducted to develop evidence in order to determine if an enforcement action is needed.

Misuse investigations are a priority and take precedence over use investigations and other inspections.

Procedure

Presenting Yourself/Notice of Inspection

Present appropriate official credentials to any persons interviewed upon first contact. Present to the owner, agent or person in charge a written notice of use/misuse inspection, which will include the reason for the inspection (ex: routine record inspection or follow up to possible misuse of a pesticide)

The notice of use/misuse inspection serves as both permission to proceed with the inspection and a record of the time, locations, date etc. of the inspection. When the notice is issued to the individual making the complaint there is no violation suspected of that the person, therefore the reason is " ***follow up a complaint concerning the use of a pesticide(s)".*** When issued to the applicator, the violations suspected must be indicated ***(e.g. follow up to a possible misuse of a pesticide).***

The Notice of Inspection should contain the following information

NAME OF INDIVIDUAL: Must be a full name of the individual signing the notice or providing verbal permission to conduct the investigation. Nicknames and abbreviations cannot be used. If the individual signing the Notice has a pesticide license, it is a good idea to put the license number next to the name.

TITLE: if any must be included.

NAME (firm, farmer, homeowner etc.): must be the full name including the company, inc. ltd. Also include the phone number in this spot.

ADDRESS: site to be inspected, including zip code. If there is a mailing address, include that as well.

The notice contains a "consent" statement that must be read and understood by the person from whom consent is sought. The form must be signed to provide a written record of the authorization to enter and/or sample.

The agent or person in charge may decline to sign the Notice of Inspection but may give verbal permission to conduct the inspection. Indicate this on the Notice of Inspection and leave a copy with the agent or person in charge.

Use Observations

Use investigations are conducted to determine if pesticides are used properly. Specifically if applicators:

- Read and understand labels on the pesticides they apply
- Follow directions and precautions on the label
- Clean and maintain application and protective equipment in good working order
- Properly store pesticides
- Properly dispose of excess pesticides

Discussion with the user should emphasize the importance of following label directions and the need to use pesticides safely and observe all label precautions during all phases of use (e.g. mixing, application and dispose).

The application, including preparation of the use-dilution should be observed. The observation and consequences of the application should be documented by collecting a use-dilution. It is essential to have a copy of the label for reference during the applications. If at all possible try to get a label prior to the use observation. If the labels is not received until the time of the inspection, review the label prior to inspection. Inspector should review the label in detail after the inspection as well. The label will be used as an Exhibit in the final report.

The use observation report (see Fig. II-1) must be used during the inspection to make notes and record information and should be submitted with the final report.

Misuse Investigations/Follow ups

The purpose of a misuse investigation is to substantiate and document an alleged pesticide misuse. This is accomplished by sampling, observation and documentation.

The first step in beginning a misuse investigation is to contact the complainant. Although the order of interview is not essential, it is generally helpful and considerably more productive to interview the complainant first and then the applicator.

Physical samples may include both use-dilution samples of formulated products and environmental (such as foliage, animal, soil etc.) specimen. Documentation may include photographs, records, observations and statements.

In developing a misuse case, it is necessary to gather sufficient documentary and physical evidence to help determine the course of events that took place. This may include:

- Samples of pesticide, diluted pesticide, crop or material treated
- Photographs showing damage
- Affidavits from user, witnesses attesting to the circumstances
- Supporting documentation i.e. bills, invoices, work orders, application records, etc.

Statement forms (see Fig. I-1) are an important means of documenting information when it appears there is a potential violation. Statements should be concise, to the point and contain only pertinent information. They may also be used to document the collection of records or other evidence.

FIG II-1

USE OBSERVATION

LOCATION OF APPLICATION

TYPE: Structural Agricultural Turf/Landscape/Tree

PLACE: Residence Public Area Private (Farm, Greenhouse)

ADDRESS:

TOWN:

APPLICATOR INFORMATION

NAME:

LICENSE NUMBER:

CATEGORY:

COMPANY NAME:

COMPANY ADDRESS

PPE: Respirator Long Pants Long Shirt Gloves Boots

Tyvek Suit Goggles

ADDITIONAL PPE:

PRE-APPLICATION

CONSUMER INFO BULLETIN: Yes or No

SURVEY MADE: Previously At time of application None (preventative)

INSTRUCTIONS/WARNINGS:

SIGN POSTING: Yes No N/A

LABEL BOOK PRESENT: Yes or No

ADDITIONAL PRECAUTIONS (if any):

APPLICATION

LIQUID

EQUIPMENT: Air Blast B&G Backpack Injection

CALIBRATION: How Often
How is it done

WHERE IS MXING DONE: On site At Shop

BACKFLOW PREVENTOR: Yes No

WATER SOURCE:

MATERIAL DISPOSAL:

TYPE: Broadcast Spot

TARGET PEST:

APPLICATION RATE:

DILUTION RATE:

PRODUCT NAME:

EPA REG#:

ADDITIONAL INFO:

BAIT

EQUIPMENT: Bait Gun Bait Station Place Pack

AREAS OF PLACEMENT:

PROPER LABEL (if bait station used): Yes No

SECURED (if bait station is in open): Yes No

INACCESSIBLE TO KIDS AND PETS: Yes No

MATERIAL DISPOSAL:

TARGET PEST:

APPLICATION RATE:

PRODUCT NAME:

EPA REG#:

ADDITIONAL INFO:

GRANULAR

EQUIPMENT: Spreader HandHeld

AREAS OF PLACEMENT:

CALIBRATION: How often
How is it done

WATERED IN (if required): Yes No

MATERIAL DISPOSAL:

TARGET PEST:

APPLICATION RATE:

PRODUCT NAME:

EPA REG#:

ADDITIONAL INFO:

POST APPLICATION

INFO LEFT W/ CONTRACTING ENTITY: Yes No
IF YES, EXPLAIN:

SIGN POSTING: Yes No Posted before application N/A

INSTRUCTIONS/PRECAUTIONS (if any):

SAMPLES

PHYSICAL:

DOCUMENT:

INSPECTORS COMMENTS:

EVALUATION OF APPLICATION: Poor Fair Good

VERBAL WARNINGS GIVEN: Yes No
IF YES, EXPLAIN:

LETTER OF WARNING GIVEN: Yes No
IF YES, EXPLAIN:

ADDITIONAL COMMENTS:

INSPECTOR SIGNATURE DATE

III. CONDUCTING MARKETPLACE/DEALER INSPECTIONS

Introduction

Market place inspections are conducted at locations where pesticides are offered for sale, either by wholesale or retail. The purpose of these inspections is to assure that only registered and properly labeled pesticides are being sold. In addition, restricted-use pesticides are sold only to licensed dealers. General-use pesticides may be found in grocery stores, discount stores, hardware stores, garden centers etc. Routine market place inspections are generally not assigned.

Any person distributing restricted or state- limited use pesticides must be licensed to do so. Inspections of licensed dealer outlets are assigned and each outlet is inspected at least once every three years. The purpose of a Dealer inspection is to insure that records of sale of restricted-use and state-limited use pesticides are maintained properly, that restricted-use pesticides are sold by licensed dealers to properly certified applicators, that products are registered, stored and displayed properly.

Dealer inspections may be assigned. It is expected that you become aware of these points of pesticide distribution in your area.

Procedures

When conducting a Marketplace inspection, a Notice of Inspection does not need to be presented until after the inspection (this is due to the fact that it is a public place). After inspection, present appropriate credentials to the owner, agent or person in charge and explain the purpose of your inspection. Issue the appropriate Notice of Inspection (see Fig. I-5/I-6).

When conducting a Dealer inspection, a Notice of inspection and credentials should be issued prior to the inspection.

The Inspection

Marketplace Inspection

Review the retail shelf for label violations, unregistered pesticides, cancelled pesticides, damaged or improper packaging. If there are products in question, record pesticide information and contact office for further clarification.

Dealer Inspection

Inspector should inspect area to ensure that displays of restricted use pesticides must be separated from general use products and posted as for sale to certified applicators only (333 CMR 9.04).

Inspector must also review the records of Restricted Use Pesticide Sales. The records must be in accordance with (333 CMR 9.08).

If an establishment is selling restricted use chemicals an inventory check must be done. Pick a restricted use product that has a considerable amount of sales and obtain the sales records for one year. Then obtain records of what has come into the establishment for the same year. Take inventory of what is in the establishment at the time of the inspection. Determine if all of the product has been accounted for.

The marketplace report is used to assist you in reviewing the records, retail display and storage area and to quickly determine if the required records are being maintained and if other conditions of sale and storage are being met (see Fig. III-1).

If any violations are found for either of the above inspections and the Inspector wishes to issue an enforcement action, the violations must be recorded with a document sample and brought to the appropriate individuals attention.
Inspector must ensure that the product name and EPA Registration number on the product are able to be read. A receipt for sample/collection report will need to be issued. Invoices and shipping records may also need to be collected to document movement of pesticides. (See Sampling).

Warning Letter

The marketplace inspection report form is devised to allow you to quickly determine if the desired records are being maintained and if other conditions of sale and storage are being met.

If any violations are found, a letter of warning may be issued (see Fig III-2). There are to be issued on site notifying the responsible parties that corrective action is necessary.

These letters cannot be issued without appropriate documentation of the violation or deficiency noted and must not be issued more than once. Documentation consists of photos or photocopies of deficient records.

The name and address of the firm must be written on three lines at the top of the page. Fill in the appropriate spaces and have it signed by the agent in charge, including his title and the date. Sign you name and the date. Make a copy of the warning, giving the original to the firm.

Depending on the violation, it may be necessary to write up a Letter of Warning after the inspection and then send it out. There is no form for this type of Letter of Warning and will need to be reviewed by supervisory inspector prior to being mailed. It should be mailed Certified Mail with Return Receipt.

FIG III-1

MARKETPLACE PESTICIDE INSPECTION REPORT

Outlet Name		Name License No.
Address		
Restricted Pesticide Display	Separate from other Products	
	Statement Displayed: Yes	
Record Keeping	Are the following contained in records? Maintained for 5 years? 1. Signature of purchaser Y/N 2. Certification Number Y/N 3. Quantity purchased Y/N 4. Date of purchase Y/N 5. Identification of Products Y/N Maintained for 5 years Y/N	
Retail Display	Damaged Products or Labels:	Stored near food, feed or seed:
	Suspected non-registered or restricted use pesticides	EPA Reg. No.
Reason for Inspection: Routine		Samples Y/**N**
Notice of Inspection issued and attached **Y**/N		Receipt for samples Y/**N**
Remarks	Letter of Warning issued/ attached Y/**N**	
Date of Inspection	Inspectors Name (print) and Signature Taryn LaScola	

Fig III-2

THE COMMONWEALTH OF MASSACHUSETTS
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Department of Food and Agriculture
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MITT ROMNEY
Governor

KERRY HEALEY
Lieutenant Governor

ELLEN ROY HERZFELDER
Secretary

DOUGLAS GILLESPIE
Commissioner

LETTER OF WARNING

_____

_____

_____

Dear,

On_____ an inspection of the above named pesticide distributorship was made by Inspector_____of this Department.

The following conditions were found:

____ Restricted pesticides not properly separated from general use products.
Comments:

____ Restricted pesticides displayed without proper identification: "**For Sale to Certified Applicators Only**"
Comments:

____ Record keeping inadequate
Comments:

____ Damaged products or labels displayed
Comments:

____ Records are not being maintained for a period of five years

You are hereby served notice that the conditions(s) described above are in violation of Chapter 132B of the general Laws of Massachusetts and the regulation 333CMR 9.04 promulgated thereunder and that failure to correct the situation may result in prosecution under Section 14 of said Chapter 132B.

Received by:_____Title:_____Date:_____
Inspector:_____Date:_____

IV. CONDUCTING ROUTINE ESTABLISHMENT INSPECTIONS (RECORD INSPECTION)

Introduction

Routine Establishment Inspections are conducted to assure that licensed and certified applicators are maintaining the required records and their employees are properly licensed. This is also done to ensure that the applicator(s) know and understand any other requirements that fall upon them.

These inspection may or may not be assigned. However, it is important that you become familiar with your area and located private o commercial applicators.

Licensing and Certification Requirements

All individuals who apply general use pesticides commercially or for hire must be licensed. If restricted-use pesticides are applied, the applicator must have appropriate certification. Private applicators using-restricted use pesticides must be certified. A license is not required for private use of general-use pesticides.

During any inspection, license information must be obtained.

If the inspector does a "License Verification Check", an the individual does not have a license then there is a formatter Letter of Warning (Fig IV-1) that can be issued to the individual on site. A copy of the LOW should also be sent to the owner of the company with an explanation of the events that occurred.

If there is a repeat violation with a company or applicator for unlicensed pesticide applications, then a Notice of Assessment (NOA) should be issued.

Record Keeping Requirements

All certified commercial applicators, private applicators and all licensed applicators or their employers must keep true and accurate operational records.

The record keeping requirement form (see Fig. IV-2) has been devised to allow you to quickly determine if the required records are being maintained. Records should be reviewed for the past three years or five years (Agriculture).

If any record keeping violations are found, a Letter of Warning may be issued on site notifying the responsible parties that corrective action is necessary (see Fig. IV-3).

These letters cannot be issued without appropriate documentation of the violation or deficiency cited and must not be issued more than once.

Once filled out make a copy and issue the original to the establishment.

In addition to the record keeping if it applies to the type of applicator you are inspecting, you should also be asking about the following:

- Sign Posting
- Notification
- Children's and Families Protection Act
- Storage
- Agricultural Requirements

The inspection should have one or all of the following guidance documents:

- Consumer Information Bulletins
- Lawn Care Regulations
- Interpretation of the Indoor Regulations
- Sign Posting Requirements (lawn care)
- Pre-notification and sign posting requirements (structural pest control)
- Signs (Golf Courses)
- Children's and Families Protection Act brochure (pest control)
- Waiver (lawn care and structural pest control)
- Sign Posting requirements for Agriculture

After the inspection is conducted the inspector will use his/her discretion to deter mine whether or not an enforcement action will be taken. There is a pre-made Letter of Warning that may be issued at the time of the inspection. However, if the inspector feels that there are more then record keeping violations, the inspector may issue a specified Letter of Warning at a later date. A follow up inspection will need to be conducted to ensure that all violations have been corrected.

Hg IV-1

THE COMMONWEALTH OF MASSACHUSETTS
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Department of Agricultural Resources
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MITT ROMNEY
Governor

KERRY HEALEY
Lieutenant Governor

STEPHEN R. PRITCHARD
Secretary

DOUGLAS P. GILLESPIE
Commissioner

LETTER OF WARNING

Date: Inspector:

The Department found that the following individual using the pesticide is not currently licensed with the Massachusetts Department of Agricultural Resources, Pesticide Bureau violating 132B 333CMR 13.03 (3).

Name: _____

Address: _____

Employer: _____

Employer Address: _____

Locations of Use: _____

Pesticide(s) Brand Name EPA Registration Number

_____

_____

_____

You are hereby served notice that all use of a pesticide must be done by an appropriate licensed or certified person. M.G.L. 132B, section 14A (a) allows for a penalty of up to $1000 for an unlicensed use of a pesticide.

Cease and desist any pesticide applications until you are properly licensed. The named individual must obtain a Massachusetts Pesticide License within 90 days of receipt of this letter. After doing so, submit a copy of the license to the Department. If chosen to no longer use pesticides as part of the offered services, submit a notarized letter stating so to the Department within 90 days of receipt of this letter. **Failure to do so may result in further enforcement action including, but not limited to, imposing the $1000 fine.**

Received By:_____ Title_____ Date:_____

Inspector:_____ Date:_____

FIG IV-2

333 CMR 10.14: RECORD KEEPING REQUIREMENTS WORK SHEET

Name, Address, Phone Number Of Establishment

Is the following information maintained for each application of a pesticide? If needed, explain and document.

YES **No**

/ / / / a. Place or location of application.
/ / / / b. Date of application.
/ / / / c. The brand or registered name of pesticide(s) used.
/ / / / d. The EPA registration number of the pesticide(s) used.
/ / / / e. The amount of pesticide(s) used. Include % dilution where applicable.
/ / / / Unit of treatment ie: size of area treated in units of measure (ex: acre, number trees, animals applied to) Private Ag applicators.
/ / / / f. The purpose or target pest for which the pesticide(s)was applied.
/ / / / g. Method of application.
/ / / / h. Person(s) certified or licensed by the Department who participated in the planning and execution of the application.
/ / / / i. Are, or would, records be kept of any accidents or incidents resulting from the use of a pesticide(s) which caused pollution?
/ / / / j. Is there insurance coverage currently in effect? Record name of the carrier:
effective dates:
amount of coverage:
/ / / / k. Are, or would records be kept of any illnesses or injuries caused by, or suspected to have been caused by pesticides and reported to the applicator?
/ / / / Are records maintained for 3 years? If not, explain why.

Are pesticide bureau consumer notification sheets given to consumers for:
/ / / / Termite control.
/ / / / Lawn care applications.

Reason for inspection: Routine
Notice of Inspection issued and attached: X
Receipt for sample(s) issued and attached:
Letter of Warning issued and attached:
REMARKS:

Inspector's Name Date

V. CONDUCTING WORKER PROTECTION (WPS) INSPECTIONS

Introduction

Worker Protection Standard (WPS) Inspections are conducted at farms where agricultural use pesticides are being used. It will state on the pesticide label "For Agricultural Use Follow Worker Protection Standard Regulations".

The purpose of these inspections is to assure that the establishment is following all regulations required by WPS. It is preferred that the inspection take place when there are workers and handlers present in order to interview them also.

There are two types of inspections that the inspector can do:

Tier I – an inspection taking place within 30 days of a pesticide application

Tier II – an inspection taking place 30 days after a pesticide application

Procedures

Present appropriate credentials to the owner, agent or person in charge and explain the purpose of your inspection. Issue a Notice of Inspection,

If the inspection is routine please indicate as such in the section of the NOI marked REASON FOR INSPECTION – VIOLATION SUSPECTED. If the inspection is for any other reason please indicate it in that section.

The Inspection

Once the individual being interviewed has received the Notice of Inspection the inspector will then use the Worker Protection Standard Inspection Form, (See FIG V-I) to conduct the inspection. This will ensure that the establishment is following all the requirements of 40 CFR 170.

There are four major parts to a WPS inspection. They are as follows:

1. Training of Workers and Handlers

   The farmer is required to ensure that all individuals either working in fields that are treated or handling pesticides are trained every 5 years. There must be a record of the training. It should include: date, individual trained (with signature), individual who conducted training, and method of training

2. Central Display Location

   The Central Display location must be located in an area that workers/handlers see on a daily basis. The display must include a WPS poster and application information

3. Decontamination Site

   The Decontamination site must be location within ¼ mile of any field that a worker/handler is in. The site must include running water, paper towels, soap and a change of clothing. A bathroom with these itmes is sutiable. Should the workers/handlers be outside of the ¼ mile then a portable decontamination site is needed.

4. Notification

   Workers/Handlers are required to be notified of all pesticide applications. This can be done either verbally or with the approved WPS signs unless the label requires both are needed.

The inspector should have some if not all of the following items with them during the inspection:

Central Display poster
WPS signs
Training materials (i.e. worker and handler worker books)
Employer WPS handbook

Should the individual have any of these items missing, the inspector should provide some of these items to help the farm become in compliance.

Once the inspection is completed the inspector shall request to interview using the Worker Questions (See FIG V-2) and Handler Questions (See FIG V-3) forms, both a handler and a worker if there are any present at the time of the inspection. If both are not

present the inspector will interview whoever is available. If the owner denies access to speak to a Handler or Worker the inspector should note that on the inspection form.

Once all of the above components are completed, the inspector will use his/her discretion as to whether or not enforcement action is needed. If there are repeat violations, the inspector may want to forward the case to EPA Region 1.

THE COMMONWEALTH OF MASSACHUSETTS
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Department of Agricultural Resources
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Fig V-1

MITT ROMNEY
Governor

KERRY HEALEY
Lieutenant Governor

ELLEN ROY HERZFELDER
Secretary

DOUGLAS P. GILLESPIE
Commissioner

WORKER PROTECTION STANDARD INSPECTION FORM

Inspection Type (Tier I or II): Tier II			**Firm Name**: Fairview Orchard
Enter Type of Agriculture Establishment (Farm, Forest, Commercial Handler, Nursery, Greenhouse, Nursery/Greenhouse, Family Establishment):			**Address**: 9 Higley Road Groton, MA
			Date: 6/3/08
# present at this inspection:	Workers: 0	Handlers: 1	**Inspection** (Unannounced or Appointment): Appointment

DUTIES FOR ALL EMPLOYERS

	INFORMATION AT A CENTRAL LOCATION: *(Enter Yes, No or N/A)*	**40 CFR 170**
a:	a: Is the approved SAFETY POSTER displayed?	135-b & 235-b
b:	b: Is EMERGENCY MEDICAL INFORMATION displayed? (name, address, & telephone)	135-c & 235-c
c:	c: Is the site LOCATED where it can be readily seen and read by workers & handlers?	135-d & 235-d
d:	d: Are workers & handlers INFORMED of the location and are they allowed ACCESS to the site?	135-e & 235-e
e:	e: Does the information remain LEGIBLE while posted?	135-f & 235-f
f:	f: Is the following APPLICATION INFORMATION displayed? (Location and description of treated area; Product name; EPA REG#; AI(s); Time & Date of Application; REI)	122-c & 222-c

Comments:

PESTICIDE SAFETY TRAINING ASSURANCE:

WORKERS: (Applies to workers who are NOT certified applicators or trained handlers)

a:	a: Does Ag employer ASSURE that workers have been trained within the last 5 years:	130-a-1
b:	b: Does Ag employer ASSURE that workers have been trained before EARLY ENTRY activities during REI?	130-a-2
c:	c: Is the Ag employer able to VERIFY that the required PESTICIDE SAFETY INFORMATION was provided to worker before entry into any area on an Ag establishment where WPS pesticides have been applied within the last 30 days?	130-a-3-i
d:	d: Does Ag employer ASSURE that workers have received the required additional training before the 6th day of entry into any area on an Ag Establishment where WPS pesticides have been applied within the last 30 days?	130-a-3-ii

HANDLERS (Applies to handlers who are not certified applicators or certified crop advisors)

a:	a: Does Ag employer ASSURE the handlers have been trained within the last 5 years?	230-a
b:	b: Does Ag employer ASSURE that handlers have been trained before performing any handling task?	230-a

Comments:

EMPLOYER INFORMATION EXCHANGE:

a:	a: Does the Ag Est. notify the commercial handler regarding the location or treated area & REI?	124
b:	b: Does commercial handler notify the Ag Est. of required application info before the application?	224

Comments:

ADDITIONAL DUTIES FOR HANDLER EMPLOYERS cont.

SPECIFIC INSTRUCTIONS FOR HANDLERS

a:	a: Does the employer assure that handlers read the label or are informed (in a manner they can understand) about the label requirements for safe use before performing any handling activity?	232-a-1
b:	b: Does the handler have access to the product labeling during handling activities?	232-a-2
c:	c: Does the Commercial Handler Employer inform the commercial handler of treated areas, REI's and entry restrictions on the Ag establishment that they may be within ¼ mile of?	232-b

Comments:

SAFE OPERATION OF EQUIPMENT

a:	a: Is the handler instructed in the safe operation of any handling equipment before it is used?	234-a
b:	b: Is handling equipment inspected and repaired before each day of use?	234-b
c:	c: Does the employer assure that only trained and PPE-equipped handlers repair, clean, or adjust any handling equipment that contains pesticide or pesticide residues?	234-c

Comments:

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS FOR HANDLERS

a:	a: Does the handler employer provide the handler with the appropriate PPE in clean and operating condition?	240-c
b:	b: Does the handler employer assure that PPE is worn and is used correctly?	240-a & 240-e-1
c:	c: Does the handler employer assure that PPE is cleaned, inspected , & repaired or replaced before each use?	240-e-2 & 240-f-1
d:	d: Does the handler employer assure that filters are replace on respirators when required?	240-f-6 & 7
e:	e: Do handlers have a clean place to store personal clothing, put on PPE and remove PPE after application?	240-f-9
f:	f: Does the handler employer take appropriate measures to prevent heat-related illness for handlers w/PPE?	240-g

Comments:

FAMILY ESTABLISHMENTS

a:	a: Are employees only spouse, children, stepchildren, foster children, parent, stepparents, foster parents, brothers & sisters?	170.104-a-1
b:	b: Are non-handlers prohibited in treated areas during application and until REI expires?	110-a & 112-a-1
c:	c: Are non-handlers prohibited in treated areas plus the additional buffer area during application in Nursery?	110-b
d:	d: Are non-handlers prohibited in a greenhouse during application and until ventilation criteria is met?	110-c
e:	e: Are early entry workers prohibited in treated areas during the first 4 hours after application?	112-c-3
f:	f: Are early entry workers limited to 1 hour of work in a 24 hour period in treated area during REI?	112-c-2
g:	g: Are early entry workers who perform irrigation and limited contact activities limited to 8 hours of work in a 24 hour period?	112-e-7, ii,iii
h:	h: Is the correct PPE for early entry provided for early entry activities at this firm?	112-a-4
i:	i: Does the handler at this firm wear the label-specified PPE during handling tasks?	240-a
j:	j: Is the label specified PPE for handling activities at this firm provided in clean & operational condition?	240-c
k:	k: Does this establishment notify commercial handlers regarding the location of treated areas & REI?	124
l:	l: Do commercial handlers notify this firm of the required application info before application?	224

Comments:

OTHER COMMENTS:

Interviewee's Name:

Inspector's Signature:

WORKER EARLY ENTRY DURING REI

a:	a: Does the employer PROVIDE the correct PPE and ASSURE that workers wear PPE?	112-a-4 & 112-c-4
b:	b: Does the employer ASSURE that early entry workers receive human hazard and safe use info before early entry?	112-c-5
c:	c: Are early entry workers prohibited in treated area during the first 4 hours after application?	112-c-3
d:	d: Are early entry workers limited to 1 hour of work in a 24 hour period in treated area during the REI?	112-c-2
e:	e: Are early entry workers who perform irrigation & limited contact activities limited to 8 hours of work in a 24 hour period?	112-a-7, ii, iii
	Does the employer ASSURE the following for workers who wear PPE during early entry	
a:	a: Is PPE worn correctly, inspected, cleaned, maintained and stored properly?	112-c-6-I, ii, iv, v
b:	b: Is contaminated PPE disposed of properly?	112-c-6-iii
c:	c: Do workers receive instructions on using & cleaning PPE?	112-c-6-ix
d:	d: Does employer have measures to prevent HEAT-RELATED ILLNESS for early entry worker using PPE?	112-c-7

Comments:

NOTICE OF APPLICATION TO WORKERS

a:	a: Are all GREENHOUSE applications posted with WPS warning signs?	120-a
b:	b: Are workers given BOTH oral and posted notification when required by the pesticide label?	120-b-1
c:	c: Are workers given notification of application (EITHER orally or posted) for other applications?	120-b-2
d:	d: Are workers told which method will be routinely used at this firm (oral or posted notification)?	120-b-2
	Posted Warning Signs	
a:	a: Does the employer use the approved WPS warning signs for posting notification?	120-c-1 & 2
b:	b: Are the signs posted at all entrances of worker entry to the treated area?	120-c-4
c:	c: Are the sings put up no sooner than 24 hours prior to application?	120-c-6-i
d:	d: Are the signs removed within 3 days after the end of the REI?	120-c-6-iii
	Oral Warnings	
a:	a: Are oral warnings given in a manner the worker can understand?	120-d
b:	b: Do oral warnings include; Location & description of treated area, REI & Instruction not to enter during the REI?	120-d

Comments:

ADDITIONAL DUTIES FOR HANDLER EMPLOYERS

APPLICATION RESTRICTIONS & MONITORING

a:	a: Does both the employer & handler assure that no pesticide is applied (either directly or through drift) so as to contact anyone other than trained and PPE-equipped handlers?	210-a
b:	b: Are handlers monitored visually or by voice every 2 hours when handling SKULL & CROSSBONES pesticides?	210-b
c:	c: Does the handler have continuous visual or voice contact with another trained and PPE-equipped handler when handling a FUMIGANT in a GREENHOUSE?	210-c

Comments:

DUTIES FOR ALL EMPLOYERS cont.

PESTICIDE SAFETY TRAINING PROGRAM: (Skip this section if training is NOT conducted by this firm)

a:	a: WORKERS & HANDLERS: Is the info presented in a manner that the worker & handler can understand?	130-d-1 &230-c-1
b:	b: WORKERS: Does the Pesticide Safety Info meet the criteria listed in 170.130(c)?	130-C
c:	c: WORKERS: Does the content of the Additional Training materials meet the criteria listed on 170.130(d)(4)?	130-d-4
d:	d: Is trainer qualified to train workers?(Certified, completed train-the-trainer or trained handler)	130-d-2
e:	e: HANDLERS: Does the content of the training materials meet the criteria listed 170-230(c)(4)?	230-c-4
f:	f: Is the trainer qualified to train Handlers? (Certified or completed train-the-trainer)	230-c-2

Comments:
Training has not been provided

EMERGENCY ASSISTANCE:

a: Yes	a: Is prompt transportation to emergency medical facility available for employees?	160-a & 260-a
b: Yes	b: Is information provided to medical personal regarding the pesticide exposure?	160-b & 260-b

Comments:

DECONTAMINATION SITE:

The employer must follow the following decontamination requirements of WORKERS & HANDLERS:

a:	a: Do decon sites have soap, single-use towels, and enough water for washing & emergency eye flush?	150-b & 250-b
b:	b: Is the decon water of quality & temperature as required?	150-b & 250-b-1
c:	c: Is 1 pint of eye flush water immediately available w/ pesticides requiring eye wear for early entry?	150-b-4 & 250-b-4
d:	d: Is the decon site within ¼ mile of the work site?	150-c-1 & 250-c-1

Comments:

The employer must follow the following additional decontamination requirements for WORKERS:

a:	a: Are decon sites provided to workers entering treated areas until 30 day after REI expires? (Exception: Pesticides with a 4 hour REI require decon sites for only 7 days)	150-a-1 150-a-2
b:	b: Are decon sites provided for early entry workers during and after early entry?	112-c-8 &150-d

Comments:

The employer must follow the following additional decontamination requirements for HANDLERS:

a:	a: Is enough water provided to handlers for washing the entire body?	250-b-1
b:	b: Is one clean change of clothing provided to handlers for use in an emergency?	250-b-4
c:	c: Are decon supplies located at the mix/load site?	250-c-1
d:	d: Are decon supplies for pilots kept in the aircraft or at aircraft loading site?	250-c-2
e:	e: Are handler decon supplies kept out of treated areas unless they are in enclosed containers?	250-c-4
f:	f: Are decon supplies located where handlers remove PPE for washing thoroughly after handling activities?	250-e

Comments:

ADDITIONAL DUTIES FOR WORKER EMPLOYERS

RESTRICTIONS DURING APPLICATIONS:

a:	a: Are workers prohibited in treated areas during applications and until REI's have expired?	110-a & 112-a
b:	b: Are workers prohibited in treated areas plus the additional buffer area during applications in Nurseries?	110-b
c:	c: Are workers prohibited in a Greenhouse during applications and until ventilation criteria are met?	110-c

Comments:

Fig V-2

Worker Protection Standard Interview Questions	
Worker Interview Questions	
Training	
1. Have you gone through WPS training?	Y Or N
2. When was this training conducted? (Before or after entering the treated area)	
3. Who trained you? Name:	Position:
4. What training material(s) were used? (Video, Handbook, Flipchart, Other Materials)	
5. Was heat-related stress discussed during training?	Y Or N
6. Was Personal Protective Equipment discussed during training?	Y Or N
7. Is there documentation that you received training?	Y Or N
8. Do you have an EPA Worker Verification Card?	Y Or N
9. Do you know how often training sessions occur on this establishment? If yes, how often? _____	Y Or N

Central Location Display & Notice of Application	
1. Do you know where the Central Location Display is located?	Y Or N
2. How are you notified of pesticide Applications?	Orally Signs Both
3. Is the pesticide label legible and accessible to you?	Y Or N
4. Do you know what the pesticide signs mean?	Y Or N
5. Who usually notifies you and your co-workers about pesticide applications? Name:	Position:
6. Who posts WPS warning signs? Name:	Position:
7. When are the signs posted?	Before application After application
8. When do the signs come down?	72 hours after REI expires Other
9. Are there any workers who do not speak English? If Yes, how are they informed about pesticide applications?	Y Or N

Entry Restrictions (exclude commercial applicator)	
1. Is there anyone allowed in the treated area after the application?	Y Or N
2. Are there early-entry workers? If no, skip question numbers 3 and 4.	Y Or N

3. Are early entry-workers informed about labeling restrictions?	Y Or N
4. Is Personal Protective Equipment available and used by early-entry workers?	Y Or N

Personal Protective Equipment		
1. Do you feel PPE is made available to you? (May need to explain what PPE is, gloves, respirator, etc.)		Y Or N
2. Has the proper use of PPE been explained to you?		Y Or N
3. Who cleans and maintains PPE? Name:	Position:	
4. Where is PPE stored? Location:		
5. Have you been warned not to take home PPE?		Y Or N
6. Are respirators used on this site? If no, skip question 7.		Y Or N
7. How often are filters replaced?		

Decontamination	
1. Is there a decontamination site accessible to you? (Soap, Water, Single Use Towels, Change of Clothing)	Y Or N
2. Where is the decontamination site located? Location:	
3. Is the decontamination site within $\frac{1}{4}$ mile?	Y Or N

Pesticide Exposure Incidents		
1. If there is a pesticide related illness, who provides transport to the emergency medical facility?	Name: Position:	
2. Who provides pesticide product info to medical personnel/victim? Name:	Position:	
3. Do you know if there have been any pesticide exposure incidents on this site? If yes, explain (inspector get record(s) of incident(s) if available):		Y Or N

Retaliation	
1. Have you been able to comply with WPS without employer hindrance?	Y Or N
2. Do you know if there have been any incidents of retaliation by your employer? If yes, describe:	Y Or N

Fig V-3

Worker Protection Standard Interview Questions	
Handler Interview Questions **Training**	
1. Have you gone through WPS training?	Y Or N
2. When was this training conducted? (Before or after doing any handling tasks)	
3. Who trained you? Name:	Position:
4. What training material(s) were used? (Video, Handbook, Flipchart, Other Materials)	
5. Was heat-related stress discussed during training?	Y Or N
6. Was Personal Protective Equipment discussed during training?	Y Or N
7. Is there documentation that you received training?	Y Or N
8. Do you have an EPA Handler Verification Card?	Y Or N
9. Are labels for pesticide products used on the establishment accessible?	Y Or N
10. Have you been trained in pesticide application equipment use?	Y Or N
11. Do you know who cleans and maintains the equipment? If yes, Name: Position:	Y Or N
12. Do you know how often training sessions occur on this establishment? If yes, how often? _____	Y Or N

Central Location Display & Notice of Application			
1. Do you know where the Central Location Display is located?			Y Or N
2. How are you notified of pesticide Applications?	Orally	Signs	Both
3. Is the pesticide label legible and accessible to you?			Y Or N
4. Do you know what the pesticide signs mean?			Y Or N
5. Who usually notifies you and your co-workers about pesticide applications? Name:		Position:	
6. Who posts WPS warning signs? Name:		Position:	
7. When are the signs posted?	Before application	After application	
8. When do the signs come down?	72 hours after	REI expires	Other

9. Are there any workers who do not speak English? If Yes, how are they informed about pesticide applications?	Y Or N

Mixing/Loading & Applications	
1. Who instructs handlers on this establishment about pesticide use? Name:	Position:
2. Are other persons allowed in the treated area(s) during the application?	Y Or N
3. Are you monitored if you are working with a pesticide that has a skull/crossbones on the label?	Y Or N

Personal Protective Equipment	
1. Do you feel PPE is made available to you? (May need to explain what PPE is, gloves, respirator, etc.)	Y Or N
2. Is it appropriate according to the label?	Y Or N
3. Has the proper use of PPE been explained to you?	Y Or N
4. Who cleans and maintains PPE? Name:	Position:
5. Where is PPE stored? Location:	
6. Have you been warned not to take home PPE?	Y Or N
7. Are respirators used on this site? If no, skip question 8.	Y Or N
8. How often are filters replaced?	

Decontamination	
1. Is there a decontamination site accessible to you? (Soap, Water, Single Use Towels, Change of Clothing)	Y Or N
2. Where is the decontamination site located? Location:	
3. Is the decontamination site within $\frac{1}{4}$ mile from wherever the handling activity is taking place?	Y Or N

Pesticide Exposure Incidents	
1. If there is a pesticide related illness, who provides transport to the emergency medical facility?	Name: Position:
2. Who provides pesticide product info to medical personnel/victim? Name:	Position:

3. Do you know if there have been any pesticide exposure incidents on this site? If yes, explain (inspector get record(s) of incident(s) if available):	Y Or N

Retaliation	
1. Have you been able to comply with WPS without employer hindrance?	Y Or N
2. Do you know if there have been any incidents of retaliation by your employer? If yes, describe:	Y Or N

VI. CONDUCTING CHILDREN'S AND FAMILIES PROTECTION ACT (CFPA) INSPECTIONS

Introduction

CFPA inspections are conducted with daycares, school age child care programs, public and private schools (all are defined as schools).

The purpose of these inspections is to ensure that the school has an Integrated Pest Management (IPM) Plan developed and submitted to the Department and that they are following the requirements regarding pesticide applications.

Procedures

Present you appropriate credentials to the owner, agent or person in charge of the facility and explain the purpose of your inspection. A Notice of Inspection should be issue.

Inspection

The first step of the inspection is to review the IPM plan. There must be an Indoor and Outdoor plan. The plan should contain certain elements. There is a checklist (see FIG VI-1) to assist the inspector in this. If the plan has not been submitted through the interactive website, the inspector should suggest that the plan be updated using that method. While the inspector is reviewing the plan, he/she should ask questions about the facility not limited to but including past and present pests, control methods and pesticide applications. Should the plan not reflect any issues the school has, the inspector should direct the school to update the plan.

The next step is to review any pesticide applications that may have taken place within 5 years of the inspection date. The inspector should be looking for the following:

1. Indoor applications:
    a. Ensuring appropriate formulations/chemicals were used on the inside of the facility

2. Outdoor application:
    a. Ensuring appropriate chemicals were used on the outside of the facility.
    b. Ensuring the product used was listed on the Outdoor IPM plan
    c. Ensuring the Standard Written Notification was provided if needed

3. Emergency Waivers:
    a. Ensuring that waivers were filed correctly
    b. Ensuring that the Standard Written Notification was provided

Should there be any violations, the inspector is to obtain copies of the application records and the appropriate Integrated Pest Management Plan.

A review of the requirements and IPM should be provided to the school. The inspector should one or more of the following documents:

CFPA Brochures (schools
Standard Written Notification form
Emergency Waiver form
CFPA Law

These items may be provided to the school during the inspection

If there are violations, the inspector will use his/her discretion to determine if an enforcement action will be given.

FIG VI-1

CHILDRENS AND FAMILIES PROTECTION ACT CHECKLIST

132B

FACILITY INFORMATION

Site Name:

Address:

Type of Facility: Public School Day Care

School Age Child Care Program Private School

Name of Individual Interviewed:

Postion/Title:

Owner/Superintendent:

Indoor and Outdoor plan on site and submitted:

Additional Schools (name, address):

IPM PLAN INFORMATION

Date plan was submitted:
How was plan developed? Interactive website Generic plan

Fill in the below table if school has submitted a plan using the Generic format

	INDOOR		**OUTDOOR**	
	YES	NO	YES	NO
Has the plan been updated since its original submittal				
Facility Name, Address and telephone number				
Email address of primary contact				
Name of individual preparing plan				
Submittal date				
IPM Coordinator				
IPM Committee				
IPM policy				
Pests of past and present				
Factors contributing to pest problem				
Training program for facility staff				
Non-pesticide controls				
Has facility applied pesticides				
Is there a licensed pesticide applicator hired/listed				
Are there pesticide application records				
Are the plans readily available				
Does the plan need to be updated				

Are there pest log sheets?

If chemicals are listed are MSDS sheets and labels in plan?

Forms?

PEST MANAGEMENT CO. INFO

Name(s) of Company	
Address	
Phone Number	

INDOOR/OUTDOOR APPLICATIONS

List below any indoor applications that were not of the correct formulations and any outdoor applications that were not of the allowed products (carcinogens/inerts of toxicological concern/not listed on plan). Obtain a copy of the record and if needed a copy of the IPM plans.

Date	Product	EPA Reg#	Indoor/Outdoor	Facility

Was Standard Written Notification provided when needed?
List applications if it was not.

Were there any Emergency Waivers?
List if Waivers were performed incorrectly.

Additional Information:

Signature Date

VII. CONDUCTING PRODUCER ESTABLISHMENT INSPECTIONS (PEI)

Introduction

The purpose of conducting PEI's is to ensure that the Producer is in compliance with the Federal Inseciticide Fungicide Rodentcide Act (FIFRA). This requires that the Producer complies with certain product registration, formulation, packaging and labeling requirements before the products are distributed to the channels of trade.

PEI's are an unannounced inspection and should be conducted during normal business hours. It should be noted that these inspections can be very time consuming and the inspector should plan accordingly.

Procedure

It is important to remember that PEI's are **federal** inspections. Upon arrival the inspector must present their **federal** credentials to the owner, operator or agent in charge. A **federal** Notice of Inspection should be issued (see FIG VI-1).

Since these inspections are unannounced, there may be an instance where the individual that you need to speak with is not physically on the premise. If that occurs, the inspector should leave his/her card and try to set up a general time that the individual will be present.

Inspection

Some general information about the establishment should be obtained and there is a checklist to assist the inspector (see FIG VI-2).

The inspector may or may not have a list of products that the establishment makes prior to the inspection. Regardless, the inspector should ask for a list of pesticide products that the establishment is responsible for. When obtained the following pieces of information should also be obtained:

- Advertisements
- Labels (Bin labels if possible)
- Material Safety Data Sheets

The above materials should be recorded as Document Samples and recorded on the Receipt for sample. They should also be initialed and dated.

Review Product Information

All product information must be reviewed. The review can take place after the sampling/inspection has been completed. The advertisement material must be reviewed to ensure that there are no claims of the following (see FIG VI-3):

- Effectiveness of the product
- Comparison to other pestcides or devices
- Endorsements or recommendations by any Federal Agency
- Misleading statements
- Statements which negate or detract from label requirements required by FIFRA
- Claims of safety
- Non-numerical or comparative statement (i.e. "contains all natural ingredients, among the least toxic chemicals known, pollution approved etc.)

The product labels must be reviewed to ensure that the above is **NOT** on the label and the following **IS** on the label (See FIG VI-3 and FIG VI-4):

- Hazard Signal Word
- Statement "Keep out of reach of Children"
- Active Ingredients
- Storage and Disposal
- Statement of Practical Treatment
- Precautionary statements
- Name, Brand or trademark
- Direction for use
    - Statement "It is a violation of Federal law to use this product in a manner inconsistent with its labeling"
    - Sites of application
    - Target Pest
    - Dosage rate, Dilution rate
    - Method of application
    - Frequency and timing of application
    - Reentry Restriction
    - If product is federally restricted statement indicating so
    - Name, address of producer or registrant
    - Net content
    - EPA Registration Number
    - EPA Establishment Number

<u>Sampling</u>

If the establishment physically has product on the premises then samples of the product that is packaged, labeled and ready for shipment must be obtained. Products should be sampled by Batch. If there are multiple batches than a sample from each batch should be obtained. However, if there are many batches only one samples from a few batches can be taken. All Batch numbers will need to be recorded and the total number of finished products within that batch will need to be recorded. A general guide to the amount of physical samples that need to be taken are as follows:

Units in Each Batch	Samples to Collect
Up to 159	1
160-239	2
240-319	3
320-399	4
400-479	5

No. of Batch Codes	Batches to Sample
3 or less	Sample each
4	Sample 2
5	Sample 3
6	Sample 3
7	Sample 4

If the product is in a container that is too large to take (ex: 50 gallon drum, 20 lb bag), then a sub sample or document sample is to be taken.

All physical samples that are taken must be taken in duplicate and one of the samples is to be left with the establishment.

A list of all samples taken will need to be recorded in the Sample Summary Sheet (See FIG VI-5).

Record Review

If the establishment physically produces the product then they are required to keep records of the production. The inspector should ask to see the records and review to make sure that the appropriate requirements are kept (See FIG VI-2).

Additional Information

In some cases, the establishment will not have any product on site as the repackaging and/or production is performed at another location. In these situations, the inspector should collect as much information about the products that the establishment "produces". If the product is produced in another state then as much information about that facility should also be collected.

It is important to note, that the inspector should be aware that the establishment may have products that are not registered that should be. If allowed, the inspector may want to look at other products the establishment produces. The inspector should be looking for products that make pesticidal claims and are not registered.

Fig VI-1

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

EPA

NOTICE OF INSPECTION

ADDRESS (*EPA Regional Office*)	
DATE	HOUR A.M. P.M.

NAME OF INDIVIDUAL	TITLE
FIRM NAME	FIRM ADDRESS *(Number, Street, City, State, and ZIP Code)*
SIGNATURE OF EPA EMPLOYEE	TITLE

REASON FOR INSPECTION

FOR THE PURPOSE OF INSPECTING AND OBTAINING SAMPLES OF ANY PESTICIDES OR DEVICES PACKAGED, LABELED, AND RELEASED FOR SHIPMENT, AND SAMPLES OF ANY CONTAINERS OR LABELING FOR SUCH PESTICIDES OR DEVICES, IN PLACES WHERE THE PESTICIDES OR DEVICES ARE HELD FOR DISTRIBUTION OR SALE *(Sec. 9(a) and 12(a)(2)(B))*; AND FOR THE PURPOSE OF INSPECTING AND OBTAINING COPIES OF THOSE RECORDS SPECIFIED IN SECTION 8 AND 40 CFR PART 169. *(Sec. 8 and 12(a)(2)(B))*.

VIOLATION SUSPECTED:

Section 8, 9(a) and 12(a)(2)(B) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended *(7 U.S.C. 136 et seq.)* are quoted on the reverse of this form.

EPA FORM 3540-2 (Rev. 01-01)

PREVIOUS EDITION MAY BE USED UNTIL SUPPLY IS EXHAUSTED

1. Original - ESTABLISHMENT COPY
2. SAMPLE RECORD COPY
3. REGION COPY
4. INSPECTOR'S COPY

FIG VI-2

PRODUCER ESTABLISHMENT INSPECTION SUMMARY

DATE:

1. Establishment Name: Est. No.

   Address:

   Phone:

2. Related Firms:

3. Names and Titles of Principal officers, partners or owners:

4. Persons interviewed (name and responsibility):

5. a. No. pesticides registered:
   b. No. pesticides produced:
   c. No. pesticides packaged, labeled and released for shipment:
   d. Distributor of pesticides:
   e. Distributor of pesticides produced by another firm. (List):

6. Purpose of Inspection:
   a. Neutral Inspection Plan:
   b. Assignment Request:
   c. Other:

7. Type of Ownership:

8. Type of Establishment:

9. Percent Pesticides (estimate):

SECTION 8 BOOKS AND RECORDS CFR40 SECTION 169
BOOKS AND RECORDS OF PESTICIDE PRODUCTION AND DISTRIBUTION

1. Production records that should be maintained (for two years as required by FIFRA Section 7)for the production of pesticides and active ingredients used to produce pesticides.

PRODUCT OR BRAND NAME EPA REG NO. DATE AMOUNT

BATCH CODES

Products produced - not available for sampling:

Product EPA REG No. Consignee

2. List any Domestic Advertising of Restricted Use Pesticides produced by establishment. List any EPA REG No.

3. Are guarantees issued or received.
4. Pesticides intended for export.
5. Batch Coding system employed by establishment.

6. Samples collected - list on attached Appendix A Sample Summary Sheet. Note under "Remarks" any violations suspected or any discrepancies.

7. List registered products subject to Child Resistant Packaging (refer to CFR 40 Section 157)

Product EPA REG No.

Fig VI-3

(PEI.001)

FOR USE IN LABEL REVIEWS: PEI

A COPY OF THIS CHECK SHEET MUST BE INCLUDED IN EACH FILE.
CHECKSHEET IS TO BE FILLED IN BY CASE REVIEW OFFICER.

LIST OF REQUIRED LABEL STATEMENTS:

Guide for label review - full requirements are in 40 CFR Part 156

FRONT PANEL:

		YES	NO
1.	Hazard signal word (Danger, Caution, Warning	_	___
2.	Statement: "Keep Out of Reach of Children	___	___
3.	Active ingredient statement: name & % by weight of all active ingredients & % of inerts.		

BACK PANEL:

1.	Storage & disposal statement	___	___
2.	Statement of practical treatment	___	___
3.	Precautionary statements	___	___
4.	Hazard to humans & domestic animals *	___	___
5.	Environmental Hazard *	_	___
6.	Physical or chemical hazards *	___	___
7.	Name, brand, or trademark	___	___
8.	Directions for use ** includes:		
a.	Statement "it is a violation of Federal Law to use this product in a manner inconsistent with it's labeling"	___	___
b.	Sites of application(crops, animals, etc)	___	___
c.	Target pests	___	___
d.	Dosage rate, dilution instructions	___	___
e.	Method of application	___	___
f.	Frequency & timing of applications	___	___
g.	Reentry restrictions	___	___
h.	Where applicable, WPS statements *	___	___
9.	If pesticide is restricted use, is there a statement that it is "for use only by a certified applicator"	___	___
10.	Name, address of producer or registrant	___	___
11.	Net contents	___	___
12.	EPA Registration #	___	___
13.	EPA EST #	_	___
14.	Text must be legible and appropriately placed.	___	___

*Not required on all pesticides
** Inclusion of use sites and pests not on the accepted label should be referred to EPA

BRAND NAME: **REG#:** **PRODUCER:**

Fig VI-4

(PEI.002)

FOR USE IN LABEL REVIEWS: PEI

A COPY OF THIS CHECK SHEET MUST BE INCLUDED IN FILE FOR EACH PESTICIDE, TO BE FILLED IN BY CASE REVIEW OFFICER.

CLAIMS ON LABELING OR ADVERTISING:
Labeling or advertising should not contain false or misleading statements. Statements which may be false or misleading include statements on:

DOES THERE APPEAR TO BE ANY QUESTIONS ON CLAIMS WHICH SHOULD BE DIRECTED TO EPA REGION I

		YES	NO
1.	The composition of the pesticide	___	___
2.	The effectiveness of the pesticide	___	___
3.	The value for purposes other than as a pesticide	___	___
4.	Comparisons to other pesticides or devices	___	___
5.	Endorsements or recommendations by any Fed Agency	___	___
6.	Name including only one of 2 active ingredients	___	___
7.	True statements used in such a way as to give a false or misleading impression	___	___
8.	Statements which negate or detract from label statements required by FIFRA	___	___
9.	Claims as to the safety of a pesticide: ie: safe, nonpoisonous, noninjurious, harmless, nontoxic to humans and pets, etc. Safety claims are prohibited even with the statement "when used as directed"	___	___
10.	Non-numerical or comparative statements ie: contains all natural ingredients, among the least toxic chemicals known, pollution approved, etc	___	___

Standard Operating Procedures Review

The procedures that have been outlined in this document have been reviewed and approved by the individuals below.

Lee Corte-Real, Director of Crop Inspection Services and Pest Management
Massachusetts Department of Agricultural Resources

Michael McClean, Environmental Analyst, Pesticide Bureau
Massachusetts Department of Agricultural Resources

Taryn LaScola, Supervisory Pesticide Inspector, Pesticide Bureau
Massachusetts Department of Agricultural Resources

John Clarke, Director Massachusetts Pesticide Analysis Lab

Jeffery Doherty, Chief Chemist Massachusetts Pesticide Analysis Lab

Attachment Six:

MPAL QAPP

Document Title: Massachusetts Pesticide Analysis Laboratory Quality Assurance Project Plan

Document Control Number: MDAR-PB-QA-001

Organization Title: Massachusetts Pesticide Analysis Laboratory
Department of Veterinary and Animal Sciences
University of Massachusetts

Address: Morrill 1 N427A
639 North Pleasant Street
University of Massachusetts
Amherst, MA 01003

Department Director: Steve Goodwin, Dean, CNS

Program Administrator: Samuel Black, Department Head, Vet and Animal Science

Laboratory Director: John M. Clark, Professor, Vet and Animal Science

Laboratory Manager: Jeffery J. Doherty

Quality Assurance Officer: Kyong-Sup Yoon

Plan Coverage: This Quality Assurance Project Plan covers all comprehensive pesticide laboratory and field activities.

QUALITY ASSURANCE PROJECT PLAN
FOR THE
MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES
LABORATORY PESTICIDE PROGRAM

Approval for Implementation by the State of Massachusetts

Name: Scott J. Soares
Title: Commissioner of Agricultural Resources

Signature: _____ Date: _____

Name: Lee Corte-Real

Title: Director, Division of Crop and Pest Services

Signature: _____ Date: _____

Name: John M. Clark

Title: Laboratory Director

Signature: _____ Date: _____

Name: Jeffery J. Doherty

Title: Laboratory Manager / Chief Analytical Chemist

Signature: _____ Date: _____

Name: Kyong-Sup Yoon
Title: Laboratory Quality Assurance Officer

Signature: _____ Date: _____

Approval by U.S. EPA Region 01

Name: Raymond A. Putnam

Title: Project Officer

Signature: _____ Date: _____

Name: Nora Conlon

Title: Region 1 Quality Assurance Officer

Signature: _____ Date: _____

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PROJECT DESCRIPTION

Under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended, cooperative enforcement agreements have been developed between the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Agricultural Resources (MDAR). The MDAR is the state lead agency in Massachusetts for pesticide regulatory programs and is authorized under the Massachusetts Pesticide Control Act (Mass. General Law Ch. 132B) to conduct pesticide enforcement programs in the state. The purpose of the cooperative enforcement agreements is to develop or augment pesticide enforcement programs in pesticide product compliance, misuse investigations, and monitoring programs. Examples of pesticide product compliance programs include inspection of producer establishments, marketplace surveillance, and applicator certification maintenance. Misuse investigation programs include pesticide use and misuse inspections, applicator certification maintenance, and experimental use inspection. Monitoring programs include ground water protection, endangered species protection, worker protection, and monitoring of pesticides in raw agricultural products.

The Pesticide Control Act also authorizes MDAR to establish and maintain ground water monitoring and enforcement programs for pesticides and other agricultural chemicals. The MDAR may enter cooperative agreements with other federal and state agencies or local governments for various pesticide projects. Likewise, the MDAR has authority to contract for analytical services for pesticide programs with other federal and state governmental units, local governments, Indian tribes, researchers and/or others.

The Massachusetts Pesticide Analysis Laboratory (MPAL) is established through a cooperative agreement between the MDAR and the University of Massachusetts at Amherst (appendix 1). The MDAR provides federal and state funds to the University to provide analytical services through the cooperative agreement. In addition to enforcement work, the laboratory is equipped to conduct projects on a contract basis. All project proposals take into account additional laboratory personnel that may be necessary to conduct the analyses.

To support the activities of the various pesticide programs, formulation and pesticide residue samples are submitted to the MPAL for chemical analysis. Designated field personnel are responsible for collecting and documenting representative samples and for maintaining chain of custody of the samples until they are officially transferred to the laboratory. The laboratory is responsible for analyzing the samples using appropriate analytical techniques and methods according to the quality assurance protocols outlined herein, and for transmitting analytical results, including quality control data, to the appropriate agency or person.

To support this project plan, Standard Operating Procedures (SOPs) are written which detail laboratory and field procedures. SOPs are prepared for any routine activities that affect the overall quality and defensibility of analytical data.

PROJECT ORGANIZATION AND RESPONSIBILITIES

The laboratory is managed by the Department of Veterinary and Animal Science, College of Natural Sciences, University of Massachusetts at Amherst. The Laboratory Director is responsible to the MDAR for laboratory activities.

Names, tiles, and responsibilities of personnel responsible for laboratory and field quality assurance (QA) are listed below.

Name: John M. Clark
Title: Laboratory Director
QA Responsibilities: The Director is responsible for overall laboratory policy, for management of personnel, budgets and operations and for ensuring compliance with cooperative agreements or contracts.

Name: Jeffery J. Doherty
Title: Laboratory Manager / Chief Analytical Chemist
QA Responsibilities: The LM/CAC is responsible for the overall operation of the laboratory. Duties may include coordination of programs and personnel, implementation and review of quality assurance, program work assignments, prioritizing samples for analysis, review and evaluation of analytical data, check sample programs, record keeping and data reporting systems, training of personnel, analytical methods, calibration and maintenance of instruments, oversight of all field sampling, and the safety program. It is also the duty of the LM/CAC is to initiate corrective action when a review of the quality assurance program indicates a need. Corrective actions should be a cooperative effort of the LM/CAC, the Laboratory Quality Assurance Officer, and EPA personnel.

Name: Kyong-Sup Yoon

Title: Laboratory Quality Assurance Officer

The Laboratory Quality Assurance Officer is responsible for coordination, oversight, and review of laboratory quality assurance activities.

Name: All staff analysts

Title: Sample Custodians

QA Responsibilities: Sample Custodians are responsible for accepting samples submitted to the laboratory, logging in samples, maintaining sample custody within the laboratory, and assuring proper storage of samples.

Each staff analyst also has specific, administrative QA responsibilities (assigned by the Chief Analytical Chemist), as listed on the next page.

Specific Laboratory QA RESPONSIBILITIES

Name: Jeffery J. Doherty

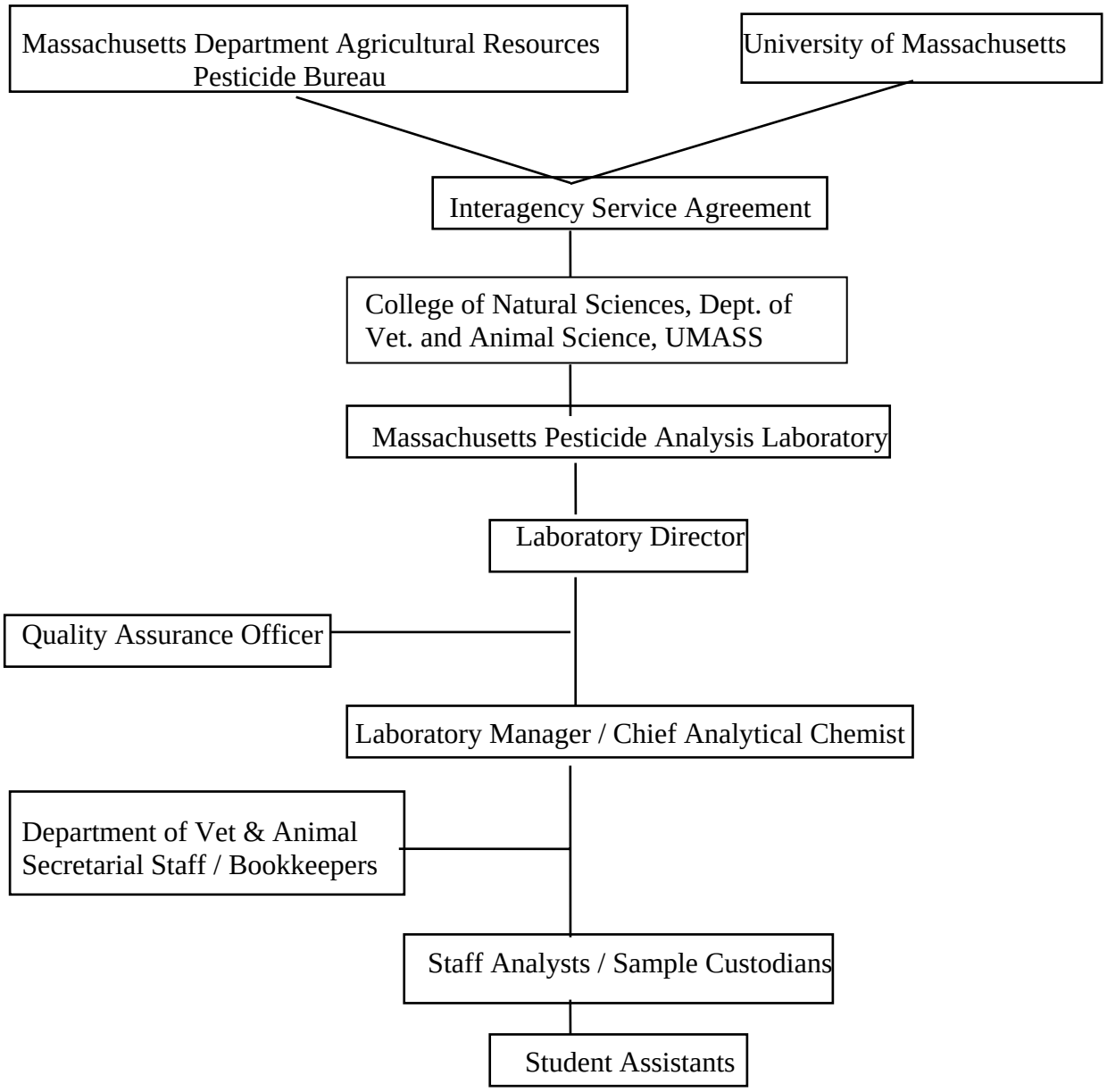
Title: Laboratory Manager / Chief Analytical Chemist

Responsibility: Safety Coordinator
Responsibility: Supply Coordinator

Name: Saida Mamedova

Title: Analyst

Responsibility: Hazardous Waste Coordinator
Responsibility: MSD Librarian
Responsibility: Supply Coordinator


Massachusetts Department Agricultural Resources Pesticide Bureau
University of Massachusetts
Interagency Service Agreement
College of Natural Sciences, Dept. of Vet. and Animal Science, UMASS
Massachusetts Pesticide Analysis Laboratory
Laboratory Director
Quality Assurance Officer
Laboratory Manager / Chief Analytical Chemist
Department of Vet & Animal Secretarial Staff / Bookkeepers
Staff Analysts / Sample Custodians
Student Assistants

QUALITY ASSURANCE OBJECTIVES FOR MEASUREMENT DATA IN TERMS OF PRECISION, ACCURACY, COMPLETENESS, REPRESENTATIVENESS AND COMPARABILITY

Precision, accuracy, completeness, sample representativeness and data comparability are necessary attributes to ensure that analytical data are reliable, scientifically sound, and defensible. Each analytical result or set of results generated for the various enforcement programs should be fully defensible in any legal action, whether administrative, civil or criminal.

The extent and form of data collection and confirmation depends on whether the sample(s) is residue (environmental) or formulation (product). Analysis of residue samples frequently involves the detection and measurement of unknown pesticides at unpredictable levels in different matrices. Analysis of formulation samples typically requires specific assay procedures to verify compliance with a known label declaration for the active ingredients in the product. Formulated products in probable violation will be identified after the first analysis. Thus, quality control measures for formulation analyses will concentrate on those products identified as potentially violative.

The precision and accuracy of each pesticide residue method is dependent on the sample matrix and analyte concentration. Therefore, for residue analysis, the matrix and concentration determine the values of precision and accuracy (bias) which are acceptable.

Pesticide related inspections or investigations frequently generate a few unique or localized samples that do not lend themselves to the quality control practices recommended for long

range environmental monitoring programs. In these cases, the laboratory must provide adequate quality control and adhere to established standard operating procedures (SOPs) to ensure reliable data. The data must be of sufficient quality that the analysis will stand on its own merit.

Monitoring programs are commonly lengthy programs which generate large numbers of samples. Types of samples monitored may be ground water, or raw agricultural products or foods. For these programs, the laboratory must demonstrate the ability to generate acceptable analytical results. The protocols for demonstrating analytical capability are specified in approved analytical methods.

Precision and accuracy are monitored by plotting control charts to determine if the measurement system is in control. Standard deviation (s) is calculated from spike and surrogate recoveries. The ±2s value is used as an "alert" marker on the control. The ±3s value serves as the outer bound of control. Both recoveries are plotted and once control charts have been established, they are easily used to determine if the analysis is "in control" or "out of control". If the system is determined to be "out of control", all analytical work must be stopped until an "in control" situation is established.

Data completeness is expressed as the percent of the total data which are valid. It is expected to be 100% for reported data from all work areas.

Comparability of data is ensured by adherence to the method protocols and by reporting data in the units and format specified.

Representativeness of samples is ensured by adherence to standard field sampling protocols and to standard laboratory subsampling/aliquotting protocols.

SAMPLING PROCEDURES

Standard operating procedures (SOPs) are followed for routine sampling and investigations. For complex investigations or research, MPAL and cooperating investigators develop a project plan that outlines the number and types of samples to be collected and special sampling procedures, if required. Laboratory personnel should assist field staff in developing appropriate sampling, sample preservation, packaging, and sample submission procedures, and in proper documentation procedures.

Sampling procedures may be found in:

- EPA Pesticide Inspection Manual (Chapters 11 and 14), Contract No. EPA 68-01-7379-2
- Other recognized state, federal or association procedures, as applicable.

It is management policy to consider the quality assurance program an integral and essential part of the overall laboratory operation. If adequate personnel, instruments or supplies or appropriate analytical methods are not available to maintain quality control, the request for sample analyses may be declined. Therefore, it is desirable for field personnel to make arrangements with the laboratory before submitting samples.

Samples are properly documented, preserved, packaged, maintained under custody and transferred to the laboratory in a defensible manner. The laboratory manager should notify the appropriate field project leader when problems are encountered with the quality of incoming pesticide samples or when laboratory problems arise that could affect the reliability and/or defensibility of analytical results.

The transfer of pesticide samples is expedited by field staff. Specific holding times are required for some types of samples and/or compounds. Each program develops standard operating procedures for sampling, sample submission, preservation and documentation. The standard operating procedures describes sample containers, volumes, preservation and holding time. An example of a guide for sampling, preservation and shipping is shown in Table 1.

TABLE 1.
GUIDANCE FOR SAMPLING, PRESERVATION AND SHIPPING

Sample Type	Submit	Minimum Amount	Container and Preservation	Shipping
Formulation/ Use-Dilution	Aliquot, packet, unit of use	Aliquot: 50 ml Packet/unit: 3	Amber glass bottle	ice chest, blue ice
Surface	Sterile gauze pads or absorbent pads moistened with an appropriate solvent	Submit the measurement of area wiped, i.e., 1' x 2', etc.	Glass container & plastic bag, freeze	Ice chest, blue ice
Air	Adsorbing tubes	Consult with laboratory for sampling and sample submission.		
Soil/ sediment	Sifted soil, no water layer for sediment	Quart jar, 2/3 full	Wide mouth quart jar & plastic bag, freeze	Ice chest, dry ice
Water		2 1-quart jars	Glass container & plastic bag, refrigerate	Ice chest, blue ice
Baled hay or straw	Probed sample (at least 12" into bale, 10% of bales)	1 pound	Aluminum foil, & plastic bag, refrigerate	Ice chest, blue ice
Foliage	Plant above ground (clippings leaves, etc.)	1 pound	Aluminum foil & plastic bag, freeze	Ice chest, dry ice
Fruits & vegetables	Whole (define if you need analysis on edible portion or on as is basis)	1 pound	Aluminum foil & plastic bag, refrigerate	Ice chest, blue ice
Biological	Liver, fat, kidney, stomach content, brain, fish filet, etc.	0.5 pound	Glass container & plastic bag, freeze	Ice chest, dry ice
Bees	Bees only (no soil, vegetation or other matter)	0.5 pound	Glass container & plastic bag, freeze	Ice chest, dry ice
Honey		4-6 ounces	Glass container & plastic bag	Ice chest, blue ice
Clothing	Prefer pieces	Consult with laboratory for sampling and sample submission.		

All samples must be correctly identified and sealed with an official seal. All sample documentation should be in a plastic bag and protected from samples and ice. Do not mix samples from different cases. Comply with all shipping requirements of DOT.

SAMPLE CUSTODY

Chain of custody consists of two components: documentation and actual physical custody of a sample; and three distinct phases: custody in the field, custody in the laboratory, and custody of the evidence file. The following principles apply to handling of samples from the point of collection through placement of a sample in permanent abeyance (when all contemplated or actual legal actions are completed). A sample is considered in someone's custody if:

- It is in one's actual physical possession or view
- It is retained in a secured area with restricted access
- It is placed in another container and secured with an official seal(s) or evidence tape so the sample cannot be reached without breaking the seal(s) or rupturing the outer container.

Sample custody is initiated by field personnel as the sample(s) is collected. Field custody procedures conform with the EPA Pesticide Inspection Manual (Chapters 11 and 14), Contract No. EPA 68-01-7379-2 or equivalent standard operating procedure. An example of a form used to record the transfer of custody of a sample from the field to the laboratory is shown on page 4 of this section.

All custody procedures in the laboratory follow those specified in the laboratory's standard operating procedure. The laboratory's standard operating procedure conforms to the requirements in the Pesticide Cooperative Agreement Guidance and the EPA/NEIC Pesticides Products Procedures Manual.

Upon receipt of the sample(s), the sample custodian inspects the shipping container(s), the sample(s), the official seal(s), and documentation related to the sample(s) and other records. If accepted for analysis, the sample custodian signs the collection report or sample custody form to verify transfer of custody to the MPAL. The sample(s) are then entered by the sample custodian into the sample logbook and assigned a unique laboratory number. An “Official Sample History” form is filled out to track the sample within the laboratory. An example of the history form is on page 5 of this section.
A sample jacket (or project file) is prepared for each sample or group of samples. All pertinent information regarding the sample(s) is placed in this folder. The sample custodian should ensure all analytical standards required for the sample analysis are stocked and not beyond the expiration date. The sample custodian determines the analyte stability in the sample matrix and completes a sample stability form. Analytes suspected of rapid breakdown are brought to the attention of the chief chemist. The initial storage location is then identified by the sample custodian and the sample(s) transferred to the designated freezer or refrigerator. The sample(s) is kept in the designated, secured storage area until requested by an analyst.

A supervisor assigns the sample(s) to an analyst, who retrieves the sample(s) and completes the appropriate lines on the history form. If the sample(s) is assigned to a different analyst, the appropriate lines in the second column of the history form are completed by the new analyst. Similarly, the third column or even additional sheets can be used to document additional sample transfers within the laboratory. The original seal(s) should be kept with the sample(s) and maintained in a legible condition. An example of an official seal is shown on page 6 of this section. Upon completion of the analyses,

the analyst reseals the sample(s), completes the appropriate lines on the custody form and returns the sample(s) to storage.

Field custody problems identified by laboratory personnel are immediately relayed by the laboratory manager to the appropriate program representative for corrective action.

CALIBRATION PROCEDURES AND FREQUENCY

Each instrument used routinely in the laboratory should be adequately maintained, calibrated and monitored. Specifications for instrument maintenance, calibration and monitoring are described in the individual instrument SOP/Routine Operation notebooks stored with each instrument and maintained by the assigned analyst. Additional information can be found in the manufacturer's manuals, in analytical methods, and/or additional appropriate standard operating procedures. If an instrument malfunctions, or if improper sensitivity, resolution and/or reproducibility is detected, corrective action is necessary before analyses are attempted.

Analytical standards used to prepare calibration or standard solutions are obtained from the National Institute for Standards and Technology (NIST), EPA, USDA, FDA or other reliable sources. Stock standard solution(s) are prepared as specified in the method. All information on their preparation is recorded in the designated logbook(s).

Unless otherwise specified in the analytical method, calibration standards used in environmental analyses are prepared at a minimum of three concentration levels for each analyte or group of analytes. One of the calibration standards should represent an analyte concentration near, but above, the method detection limit. The other concentrations should correspond to the concentration range expected in the sample. Information related to the calibration standards is recorded in the analyst’s notebook. Both calibration standards and stock

standard solution(s) should be traceable to their sources.

For all residues samples, a calibration curve of analyte response versus analyte concentration is prepared for each analyte before a method can be used or each time there is a change in instrument conditions. The calibration curve is then verified on each working shift by the measurement of one or more calibration standards. A response which varies from the predicted response by more than ±20%, unless otherwise specified in the analytical method, indicates a problem. Therefore, the calibration must be repeated using a freshly prepared standard and a new calibration curve prepared. Each EPA method for pesticides in ground water specifies calibration procedures and frequency which must be followed. Formulation samples can be quantitated against a single concentration standard provided the sample and standard response are within ± 20% and the sample is not in violation.

ANALYTICAL PROCEDURES

Whenever possible, official (collaborated) or standard (professionally accepted) methods are used for both residue and formulation analyses. Methodology is particularly important when verifying compliance with regulatory, tolerance or action levels. In-house procedures can often provide a higher sample throughput; however, all such routinely used procedures must be validated by establishing precision/accuracy data and/or comparison with more established procedures. For in-house residue procedures, the method must be further validated by performing duplicate matrix controls, two matrix spikes for each sample matrix and a solvent blank. In addition, a solvent blank, matrix control and matrix spike for each analyte in each matrix must be analyzed with each group of not more than ten residue samples.

EPA/NEIC guidelines are followed for formulation samples requiring repeat analysis of a potentially violative sample. When an official method is not available for confirmation analysis of a compound, a new in-house procedure may be used after validation. The procedure can be validated by replicating analysis a minimum of three times, and analyzing one blank and matrix spikes.

Potential violations (i.e., verification of misuse and product non-compliance) are confirmed using methodology from the following recognized sources whenever possible:

Residues:

1. USEPA Environmental Chemistry Methods, http://www.epa.gov/oppbead1/methods/ecmindex.htm

2. USEPA SW-846 Hazardous Waste Test Methods, http://www.epa.gov/epawaste/hazard/testmethods/sw846/online/

3. Pesticide Analytical Manual, Food and Drug Administration Vols. 1-4, U.S. Department of Health, Education, and Welfare. Second edition, 1968 and updated periodically.

4. Official Methods of Analysis of the Association of Official Analytical Chemists (latest edition). Published by the Association of Official Analytical Chemists, Suite 400, 2200 Wilson Boulevard, Arlington, VA 22201.

5. U.S. EPA National Pesticide Survey Methods 1-6. Private communication with EPA Technical Support Division, Office of Drinking Water, Cincinnati, OH 45268.

6. Methods for the Determination of Organic Compounds in Drinking Water (latest edition). EPA 600/4-88/039, Environmental Monitoring Systems Laboratory, Office of Research and Development, Cincinnati, OH 45268.

7. Manual of Analytical Methods for the Analysis of Pesticide Residues in Human and Environmental Samples (Second Revision). J.F. Thompson, Editor, U.S. Environmental Protection Agency, Health Effects Research Laboratory, Environmental Toxicology Division Research Triangle Park, North Carolina.

8. Analytical Methods For Pesticides, Plant Growth Regulators, and Food Additives, Vol. I-XVII, Gunter Zweig, Ed., Vol. VI-XVII edited by J. Sherma, Academic Press Inc., 111 Fifth Avenue, New York, NY 10003.

9. Test Methods for Evaluating Solid Waste, SW-846, Vol. 1-2, EPA, Office of Solid Waste and Emergency Response, Washington, DC 20460.

Formulations:

1. Official Methods of Analysis (latest edition) of the Association of Official Analytical Chemists. Published by the Association of Official Analytical Chemists, Suite 400,

2200 Wilson Boulevard, Arlington, VA 22201.

2. Manual of Chemical Methods for Pesticides and Devices (and supplements). EPA, Office of Pesticides Programs, Technical Services Division, Washington, DC.

3. CIPAC Handbooks, Volume I, IA, IB, IC, and ID Analysis of Technical and Formulated Pesticides. Collaborative International Pesticides Analytical Council Limited, 1970 (I), 1980 (IA), 1983 (IB), 1985 (IC) and 1988 (ID).

4. NEIC Pesticide Formulation Methods Index, 4th Edition, D. Hill, 1991; EPA-330/2-91-016, U.S. EPA, National Enforcement Investigations Center (NEIC), Denver, CO 80225.

5. NEIC Pesticide Product Laboratory Procedures Manual, D. Hill, 1980 EPA-330/9-79-001, U.S. EPA, National Enforcement Investigations Center (NEIC), Denver, CO 80225.

Journals:

1. Journal of the Association of Official Analytical Chemists Int. The Association of Official Analytical Chemists, Suite 400, 2200 Wilson Boulevard, Arlington, VA, 22201.

2. Journal of Agricultural and Food Chemistry (ACS).

3. Journal of Chromatography A (Elsevier BV)

4. Journal of Chromatography B :Analytical Technologies in the Biomedical and Life Sciences(Elsevier BV)

5. Rapid Communications in Mass Spectrometry (Wiley Interscience)

6. Journal of the American Society for Mass Spectrometry (ASMS)

7. Analytical Chemistry (ACS).

8. Journal of Chromatographic Science (Preston Tech. Services).

9. Analytical and Bioanalytical chemistry (Springer)

10. Analytical Toxicology (Springer).

11. Journal of Analytical Toxicology (Preston Tech. Services).

DATA REDUCTION, VALIDATION AND REPORTING

This section describes the basic procedures for data reduction, validation and reporting for the comprehensive pesticide laboratory programs.

Data reduction is performed on a sample-by-sample basis, or on a case-by-case basis, as necessary for enforcement activities. For chromatographic procedures, the initial qualitative identification of target compounds is based on the retention times of the peaks compared to the retention times for reference standards in the calibration mixture. To confirm the presence of each compound, retention time is compared to that of a standard on a second chromatographic column and/or different detector, or by mass spectrometry. Non-target compounds are qualitatively identified by retention times or by relative retention time compared to an appropriate internal standard, or by mass spectrometry.

Analytes are quantitated by comparing values of peaks of analytes to values of peaks of calibration standards. Peak values may be peak height, peak area or other measure of peak size. An integrator, data station or other electronic device can be used to capture signals and record the information which is used for both qualitative and quantitative identification.

Validation of data is described in detail in the laboratory standard operating procedures. In most cases, data validation consists of a review of the analytical method, chromatograms, calculations and quality control results. Initial review is done by the analyst, and final review by the Laboratory Manager. When a review indicates a need, the analysis is repeated by a different

analyst using either the same method or an alternate method. Questionable data may result from the condition of the sample, inadequacy of the method, lack of validation, time constraints or other factors. Any questionable data will be clearly identified and qualified. The Laboratory Manager and/or Quality Assurance Officer conducts periodic in-depth audits to assure compliance with the validation requirements.

Analytical data is reported according to the format(s) provided in the standard operating procedures. All raw data, analytical results, method references and quality control results are placed in the sample folder and stored in the laboratory archive. Quality control results may include spike recovery, results of duplicate analyses and analysis of reagent blanks, but are not limited to these. When the compound(s) of interest is not detected in the sample(s), it is reported as such with the method detection limit. Any pertinent observations about the samples or the analytical process are also reported. All reports are reviewed by the Laboratory Manager, who has responsibility for the final report. The respective program manager is responsible for conveying results to the appropriate parties.

INTERNAL QUALITY CONTROL CHECKS

The internal quality control (QC) checks are a systematic in-house approach to ensure the production of high quality data. The objectives of these control checks are:

- To provide reliable and defensible analytical results
- To provide a measure of the precision and accuracy of the analytical methods
- To monitor the accuracy and precision of the analyst
- To identify problematic methods which can be flagged for further research
- To detect training needs within the laboratory
- To provide a permanent record of instrument performance which is used for validating data and projecting instrument repair or replacement needs
- To monitor the effectiveness of the quality assurance program and laboratory performance and provide a basis for modifications of the quality assurance program.

The quality control procedures for analytical methods used for misuse cases may include:

- Demonstration of analytical capability
- Analysis of a quality control check sample, when available
- Daily calibration check
- Recoveries of surrogate standard or matrix spikes
- Analysis of reagent blank
- Duplicate analysis
- Analysis of laboratory control standards

- Blind performance evaluation samples
- Analysis of instrument quality control standards
- Confirmation of analyte.

Monitoring programs include ground water projects, and monitoring of raw agricultural products or other food stuffs. For these programs, a summary of internal quality control procedures, including acceptance criteria and corrective action, follows. The procedures listed are followed unless specified otherwise in the method. Any method specific quality control checks are performed in addition to those listed.

Quality Control Check	Frequency	Acceptance Criteria	Corrective Action
Calibration Check	Daily prior to analysis	Measured RF within ±20% of predicted response for each analyte	1. Repeat with a fresh standard 2. Prepare a new calibration curve
Surrogate Recovery	Each sample	Recovery of surrogate within ±30% of mean recovery	1. Check calculations for errors 2. Check internal and surrogate standard solutions for abnormalities 3. Check instrument performance 4. Reanalyze the extract 5. Extract and analyze backup sample

Quality Control Check	Frequency	Acceptance Criteria	Corrective Action
Laboratory Control Sample	10% or 1 per sample set	Recoveries within the criteria established during the initial demonstration of capabilities	1. Review calculations and techniques 2. Repeat test 3. Check instrument performance 4. Reextract labora-tory control sample and all samples in sample se
Matrix Spikes	10% or 1 per sample set	As established for each matrix	1. Repeat analysis
Matrix Control	1 per sample set	As defined by the supplier	1. Repeat analysis
Duplicate Analysis	10% or 1 per sample set	Relative range measurements within those established by interlaboratory method performance study	1. Repeat analysis 2. Obtain 3rd value 3. Flag data and continue analysis
Laboratory Reagent Blanks	10% or 1 per sample set	Analyte concentra-tion values of less than one-half of method detection limit	1. Check for instru-ment contamination 2. Check for reagent contamination 3. Repeat analysis after determining source of contami-nation
Instrument QC Standard	Quarterly or as needed	Criteria listed with each method	1. Perform instrument maintenance 2. Repeat standard

Internal Standard Area Counts	Each sample, or as indicated by method	Within ±30% of average area counts	1. Reinject the sample 2. Check calibration curve 3. Prepare a new calibration curve 4. Reextract and reanalyze the sample
New Calibration Standards	Each time prepared	±20% of existing calibration standards	1. Repeat analysis 2. Prepare new standards
Check Quality Control Check	Frequency	Acceptance Criteria	Corrective Action
Second Column/ Detector Confirmation or mass spectrometry	Each analyte positive on primary column or detector	Quantitation within ±30% of that on primary column	1. Repeat analysis 2. Call Supervisor

Pesticide formulation samples that have been analyzed by standard methodology (e.g., gas or high-performance liquid chromatography) and found to be consistent with the label claims are not normally of enforcement interest. Therefore, quality control efforts for pesticide formulation analysis are focused on those official samples found to be potentially violative, since these may have to be defended in a legal action. Specific quality control procedures are documented in a standard operating procedure, and may include one or more of the following:

- Check analysis by a second qualified analyst
- Replicate analysis - at least triplicate to calculate a standard deviation
- Use of alternate official method, if available
- Use of two or more methods employing different principles of separation and/or detection
- Use of at least two analytical reference standards for calibration purposes.

PERFORMANCE AND SYSTEMS AUDITS

The MDAR is committed to participate in the evaluation of the laboratory and field quality assurance programs and to lend itself to any coordinated on-site systems audits by qualified representatives of EPA. The department is also committed to using the results of such performance and systems audits to improve the reliability, defensibility, capability and efficiency of the laboratory and field operations.

Systems audits, laboratory and field, are performed by qualified representatives of EPA Region 1 and/or the National Enforcement Investigation Center (NEIC) of EPA. The audit is conducted upon joint consent of EPA Region 1 and MDAR. The report of all findings and recommendations are made promptly to the state. The systems audit includes areas in the laboratory and field programs immediately impacting overall quality assurance and can also include specific program grant requirements.

The laboratory participates in pesticide performance sample audits when available for a given program. The laboratory reserves the right to exclude samples that are not applicable to their cooperative pesticide program. The following performance check samples are provided by various sources:

- EPA/NEIC pesticide formulation and residue check samples
- AAPCO pesticide formulation check samples
- EPA performance check sample for pesticide residues in water

Unsatisfactory results are evaluated and, when possible, the analysis promptly repeated.

The Laboratory Manager and Field Quality Assurance Officer perform yearly in-house systems audits to identify strengths, weaknesses, potential problems and solutions to problems. The audits provide an evaluation of the adequacy of the overall measurement systems to provide data of sufficient quantity and quality to meet the comprehensive laboratory pesticide program's objectives. The in-house systems audits are the basis for quality assurance reports to management (see Section 16).

The in-house systems audit consist of observing the various aspects of the pesticide project sampling and analytical activities. Check lists which delineate the critical aspects of each procedure are used during the audit and serve to document all observations. At a minimum, the following topics will be evaluated during the internal audit:

1. GENERAL PROCEDURES
    - A. Procedures for Sampling and Sample Documentation
    - B. Documentation of Procedures
    - C. Sample Receipt and Storage
    - D. Sample Preparation
    - E. Sample Tracking
2. INSTRUMENTAL METHODS
    - A. General Instrumentation Procedures
    - B. Calibration Procedures
    - C. Internal Quality Control
    - D. Data Handling Procedures

PREVENTIVE MAINTENANCE

The primary objective of a comprehensive maintenance program is to ensure the timely and effective completion of a measurement effort. Detailed preventive maintenance is described in the laboratory or field standard operating procedures (SOPs). It is designed to minimize the down time of crucial sampling and/or analytical equipment due to component failure. The focus of the program is in three primary areas:

- Establishment of maintenance responsibility
- Establishment of maintenance schedules for major and/or critical instrumentation and apparatus
- Establishment of an adequate inventory of critical spare parts and equipment.

The Laboratory Manager is responsible for overseeing maintenance of laboratory and field equipment and instruments. With assistance from staff analysts, he or she establishes maintenance procedures and schedules for each piece of major equipment. Responsibility for individual items is delegated to technical personnel. The manufacture's recommendations and/or the protocols for instrument maintenance and calibration are followed. Each piece of major equipment is designated a repair and maintenance logbook where all maintenance activities are dated and documented by laboratory or field personnel. Analytical balances are serviced by certified service engineers at least once a year. In addition to performing repair and maintenance, the engineer calibrates and certifies each analytical balance. Laboratory personnel check the calibration

of the balance daily with the instrument’s internal calibration program.

Digital Ph meters are checked before each use with standards and calibrated according to the manufacturer's directions. Freezers and refrigerators are monitored to assure that
proper temperatures are maintained and that failure has not occurred.

An adequate inventory of spare parts is maintained to minimize equipment down time. This inventory emphasizes those parts which:

- Are subject to frequent failure
- Have limited useful lifetime
- Cannot be obtained in a timely manner should failure occur.

SPECIFIC ROUTINE PROCEDURES USED TO ASSESS DATA PRECISION, ACCURACY AND COMPLETENESS

An objective of the laboratory is to demonstrate that performance on all pesticide analysis is in statistical control. Routine procedures used to assess reliability and quality of data are specified in the laboratory standard operating procedures (SOPs). Formulation and residue sampling and analysis are addressed separately in the manual.

For formulation analysis, precision is established through replicate analysis on all potentially violative samples and all heterogeneous samples. Replicate subsamples are analyzed using separately prepared standards. Accuracy is established through confirmation analysis by a second analyst, use of official/ standard methodology and verification of calculations. If necessary, two or more methods and/or standards are used to confirm accuracy.

For residue analysis, replicates are used to establish precision (provided enough sample is present), spike sample recoveries and surrogate spike recoveries are used to establish accuracy and blanks are analyzed to assure non-interference from solvents, reagents and laboratory environment.

Precision refers to the reproducibility of replicate results about a mean which is not necessarily the true value. Replicate analysis is the primary means of evaluating measurement data variability or precision. Two commonly used measures of variability which adjust for the magnitude of analyte concentration are coefficient of variation and relative percent difference.

The coefficient of variation is used most often when the size of the standard deviation changes with the magnitude of the mean. Coefficient of variation (CV), also called relative standard deviation (RSD), is defined:

$$CV = RSD = (s/\bar{y}) \times 100\%$$

where: $\bar{y}$ = mean of replicate analyses

s = sample standard deviation, defined as:

where: y_i = measured valued of the ith replicate

$\bar{y}$ = mean of replicate analyses

n = number of replicates

Sample standard deviation (s) and coefficient of variation (CV) are used when there are at least three replicate measurements.

The second measure of variability which adjusts for the magnitude of the analyte is relative percent difference (RPD) or relative range (RR). This measure is used when duplicate measurements are made and is defined:

2

where: C_1 = larger of the two observed values

C_2 = smaller of the two observed values

Precision is monitored by plotting control charts for

repetitive analysis. A warning limit of ±2s is established with a control limit of ±3s (see Section 5).

Accuracy is the nearness of a result to the true value and is often described as error, bias or percent recovery. Accuracy estimates are frequently based on the recovery of surrogate spikes and/or the recovery of known analytes. The percent recovery is calculated as:

where: %R = percent recovery (of matrix or surrogate spikes)

S = measured concentration in spiked aliquot

U = measured concentration in unspiked aliquot

C_{sa} = actual concentration of spike added

When repetitive analysis provides sufficient data, accuracy control charts are plotted for each analyte and method and for each control sample matrix. The matrix of the control sample should match the matrix of the sample being analyzed as closely as possible. The warning and control limits are established at ±2s and ±3s.

Completeness is a measure of the amount of valid data obtained from a measurement system compared to the amount expected to be obtained under correct, normal conditions. For all measurements, completeness is defined:

where: %C = percent completeness

V = number of measurements judged valid

n = number of measurements necessary to achieve a specified statistical level of confidence in decision making

To determine "n" a judgment must be made regarding the amount of data required to provide adequate evidence that a system is in control. Completeness is calculated for monitoring programs where similar analyses are performed on a regular basis. Loss of data due to such occurrences as breakage of containers, spilling of the sample, contamination, instrument failure or exceeding holding time before analysis must account for no more than 10% of all requested analysis. If excessive loss of data occurs, the reasons must be identified and evaluated and, if necessary, action must be taken to solve the problem(s).

CORRECTIVE ACTION

Corrective action is taken whenever data is determined as unacceptable. Data may be determined unacceptable through comparison with pre-established quality control criteria, as a result of scientific evaluation by the Laboratory Manager, senior analyst(s) or Quality Assurance Officer, or through an apparent conflict of results with a second analyst or laboratory.

Corrective action is taken in the order listed below. The first are most likely to identify the source(s) of error:

- Review of sample collection procedures
- Review of analytical raw data and calculations
- Review of laboratory procedures - Was the analytical method followed?
- Review of analytical method - Is it applicable?
- Review of instrument operation, calibration and maintenance
- Review of the calibration standard(s) used
- Review of quality control measurement (spike, duplicate, etc.).

As a result of the above review, further corrective action may be identified and pursued as necessary:

- Repeat the sampling and corresponding documentation
- Issuing an amended analytical report
- Repeat analysis (confirmation methods)
- Repair, recalibration or replacement of instrumentation
- Additional training of staff.

Persistent problems require a thorough review of all field and analytical data (including quality control measurements and procedures), increased check sample and reference material analyses and additional field and/or analytical system evaluations by outside agencies or individuals.

QUALITY ASSURANCE REPORTS TO MANAGEMENT

A quality assurance report is generated by the MPAL and sent to the MDAR at least once a year. The laboratory quality assurance report is prepared by the Laboratory Manager with the assistance of the senior staff. The report is submitted to the Pesticide Bureau Chief, MDAR, in written or oral form, depending on the problems observed.

The report may contain the following:

- Changes in Quality Assurance Project Plan
- Summary of quality assurance/quality control programs, training and accomplishments
- Results of technical systems and performance evaluation audits
- Significant quality assurance/quality control problems, recommended solutions and results of corrective actions
- Summary of data quality assessment for precision, accuracy, representativeness, completeness, comparability and method detection limit
- Discussion of whether the quality assurance objectives were met and the resulting impact on technical and enforcement areas
- Limitations on use of the measurement data and discussion of the effects of such limitations on the defensibility of the data.

Appendix 1

FY'10 ISA Massachusetts Pesticide Analytical Laboratory (MPAL)

SCOPE OF SERVICES

The Massachusetts Department of Agricultural Resources (MDAR) pursuant to M.G.L. Chapter 132B, Section 5, is authorized to enter into cooperative agreements and contracts with federal and state agencies and to receive and disperse funds to such agencies for the purpose of said chapter. The University of Massachusetts pursuant to M.G.L. Chapter 75, Section 11 is authorized to enter into contracts and agreements with governmental agencies to further the purposes of the University, which are to seek and disseminate knowledge. The Department of Agricultural Resources has determined that the University is best suited to carry out the pesticide analytical services for the Department. The purpose of this Agreement is to outline the conditions under which the University of Massachusetts acting through its Agricultural Experiment Station will operate the on behalf of the Department of Agricultural Resources.

Pesticide analytical services are essential to the Department of Agricultural Resources enforcement of pesticide rules and regulations. Investigations often rely upon analysis of samples collected during investigations. Without the ability to have pesticide analytical services, many pesticide use violations cannot be enforced. This could place humans and the environment at risk.

The Department also utilizes the laboratory services for the purpose of conducting monitoring studies. These studies are essential to determine if pesticides when used as labeled pose an unreasonable adverse effect to humans or the environment. Further, the Department's Public Drinking Water Protection regulations require that the Department conduct groundwater monitoring for the regulated pesticides.

DEFINITIONS

None.

The responsibilities of the Department of Agricultural Resources shall be to:

1) from funds made available to the Department by the Legislature **for the period July 1, 2009 to June 30, 2010**, *the Department will transfer to the University in accordance with the provisions of section 5 of this ISA the amount of* ***$ 88,000.00*** except that this amount shall be increased or reduced in accordance with section 14

of this ISA depending on the amount provided by the Legislature to the Department of Agricultural Resources.

2) From funds made available to the Department from the Environmental Protection Agency (EPA) for the period **October 1, 2009 to September 30, 2010**, the Department will transfer to the University in accordance with the provisions **of Attachment 1, section 1 of this ISA**, the amount **of $75,000** except that this amount shall be increased or reduced *depending on the amount provided by U.S. EPA to the Department of Agricultural Resources as that part of an enforcement grant which is to be used for pesticide analytical purposes.*

3) The University will establish an MPAL Oversight Committee the membership of which shall be appointed by the Commissioner of the Department of Agricultural Resources. This Committee will include one representative from the University of Massachusetts who will also be appointed by the Commissioner. The Director of the MPAL shall also be a member of the Committee and will act as secretary to the Committee. The Director will be an ex-officio non-voting member. The Committee will review the MPAL Annual Report, review the Department's portion of the laboratory budget, the policies and procedures and set policy related to the use and disposition of funds provided by the Department. The Committee will be chaired by the Commissioner of the Department of Agricultural Resources or his designee and will meet annually and at the discretion of the Commissioner.

RESPONSIBILITIES OF THE UNIVERSITY OF MASSACHUSETTS

The responsibility of the University of Massachusetts shall be:

1) to provide laboratory space which will meet the standards of the EPA;

2) to provide a Director of Administration and a Laboratory Director to carry out the management functions of this ISA and to direct the laboratory established thereunder.

3) to analyze during **the period of July 1, 2009 to June 30, 2010** up to the following number of samples as directed by the Department's Laboratory Quality Assurance Officer:

   a) 75 product samples
   b) 25 samples for contamination
   c) 250 water monitoring samples

d) 130 environmental samples collected during investigations by the Department of Agricultural Resources

The University shall not be held to the numbers in (a) through (d) above in the event the Department of Agricultural Resources fails to collect and submit to the Laboratory the stated number of samples.

4) to report to the Department the results of such analysis on forms provided by the Department. Such reports shall include copies of all pertinent data, analytical instrument recordings, tracings, and printouts.

5) to supply expert testimony in the courts of the Commonwealth or in federal courts relative to analysis performed;

6) to conduct all analysis by methods which are or subsequently may be specified or are acceptable to the National Enforcement Investigation Center of the U.S. EPA and to participate in the EPA "reference sample" and "sample check" programs;

7) to maintain sole custody of all samples accepted, except in cases of disposal as provided for in Article II, and to maintain strict security of all analytical records and findings. Such records and findings shall be transferred only to authorized representatives of the Department of Agricultural Resources, the office of the Attorney General or the courts by subpoena;

8) to store and dispose of all samples and sample containers which shall be transferred to the laboratory in connection with requested analytical services. Disposal shall be done only when authorized in writing by the Department;

9) to provide the Department of Agricultural Resource-Pesticide Bureau with an Annual Report of all sample analysis activity that will include work completed for the Department as well as any outside work. The report shall also include a record of all laboratory income and sources of income as well as disbursement of these funds. This report shall be submitted within 60 days after the closing of the fiscal year.

10) to expend the funds made available from the Department according to the budget in Attachment B.

Massachusetts Pesticide Analysis Laboratory
Morrill 1 N 420
639 North Pleasant Street
University of Massachusetts
Amherst, Ma 01003
(413) 545-4369

Chain of Custody Record

Reason for collection:	Collected by:
____ enforcement investigation	Client:
____ research project	
____ monitoring project	

Location/ Sample Identification	MPAL Sample Number	Matrix	Container/ # of Subsamples	Analyte(s)				Remarks

Relinquished by:_____ Date/Time:_____
Transfer accepted by: _____ Date/Time:_____
Comments:_____

Relinquished by:_____ Date/Time:_____
Transfer accepted by: _____ Date/Time:_____
Comments:_____

Fig. 2

MASSACHUSETTS PESTICIDE ANALYSIS LABORATORY

Official Sample History

Sample Number	Sample Description
Registration Number	
Date Received	Seal Condition
Received By	Sealed By
Received From	Date Sealed
Sent Via	Number Subs Received
Sample Condition	Place Stored

Assigned By				
Assigned To				
Date Seal Broken				
Subs Analyzed				
Date Resealed				
Resealed By				
Place Stored				
Date Reported				

Comments

Fig.3

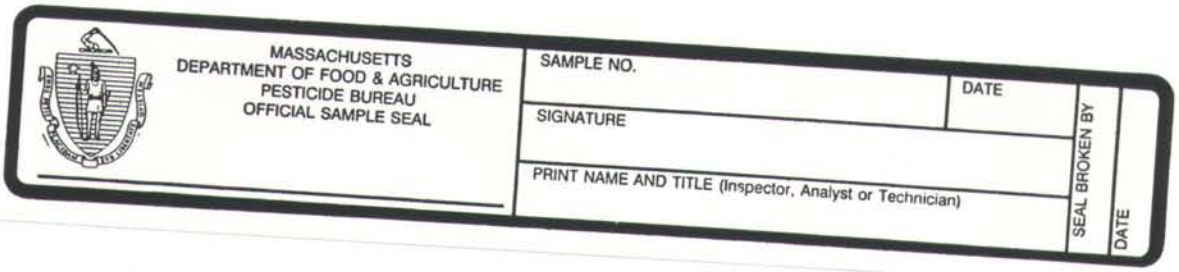


Fig. 4

Section No.: 7

Revision No.: 1

Date: 2/14/2011

Attachment Seven:

MPAL Letter of Agreement

MMARS DOCUMENT ID: ISA _____.

COMMONWEALTH OF MASSACHUSETTS
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011	RFR REFERENCE NUMBER ENTER RFR NUMBER: OR __X__ N/A.
MMARS ALPHA *BUYER/PARENT* DEPARTMENT CODE: AGR	MMARS ALPHA *SELLER/CHILD* DEPARTMENT CODE: UMS (VC600178133 AD001)
BUSINESS MAILING ADDRESS: **251 CAUSEWAY STREET, SUITE 500 BOSTON, MA 02114-2151**	BUSINESS MAILING ADDRESS: OGCA, RESEARCH ADMINISTRATION BUILDING, 70 BUTTERFIELD TERRACE, UNIVERSITY OF MASSACHUSETTS, AMHERST, MA 01003
ISA MANAGER: MARK BUFFONE OR DANIEL RHODES	ISA MANAGER: JENNIFER A. DONAIS, CRA
PHONE: **617-626-1777**/617-626-1728 MDAR FAX: 617-626-1850	PHONE: 413-545-5888 FAX: 413-577-1595
E-MAIL ADDRESS: MARK.BUFFONE@STATE.MA.US	E-MAIL ADDRESS: JADONAIS@RESEARCH.UMASS.EDU

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)

__X__ New ISA. Current Maximum Obligation for total duration of ISA **$75,000** (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)

____ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)

- ____ Amend Budget/Accounts. Change Maximum Obligation from: $_____ to New Maximum Obligation $_____ (Attachment B)
- ____ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)
- ____ Amend Dates of Performance. New Dates of Service: Start Date:_____ End Date:_____ (Subject to execution dates below.)
- ____ Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:

Annual EPA pass through funding for the Massachusetts Pesticide Analytical Laboratory

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ **No** __X__ **Yes.** If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B. **Project personnel are either grant funded ("soft funded") or salary budgeted is for faculty summer effort with is not part of the state funded employment contract.**

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.

____ BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.

____ BGCS – subsidiarized (budgetary)

__X__ Other (CT, RPO as authorized by CTR): **CT – UMass is Off MMARS**

____ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child); however, resources are committed to ISA.

____ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:
__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: **October 1, 2010** provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on **September 30, 2011**, unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEROF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, includng this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachnent A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:	**SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:**
DATE: (Date must be handwritten by signatory at time of signature)	**DATE:** (Date must be handwritten by signatory at time of signature)
PRINT NAME: MICHAEL J. ROCK	PRINT NAME: JENNIFER A. DONAIS, MPA, CRA
PRINT TITLE: **CHIEF FISCAL OFFICER**	PRINT TITLE: **ASSOCIATE DIRECTOR, GRANTS & CONTRACTS**

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (incuding payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR.** The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin intial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

**** N/A to UM (UMass is "off MMARS")**

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS*:*

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

Annual Federal "pass through funding" for the MPAL in accordance with Attachment A-1 hereto.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

University of Massachusetts operates the MPAL under the direction of Dr. John M. Clark.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

This ISA provides federal pass through funding for MPAL on the federal fiscal year schedule, October 1, 2010 to September 30, 2011

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ___ No _X_ Yes. If yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

Project personnel are either grant funded ("soft funded") or salary budgeted is for faculty summer effort with is not part of the state funded employment contract.

6. Subcontractors**.** Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

N/A

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The buying agency (hereinafter "Buyer") and the University of Massachusetts, Amherst, (hereinafter "University") hereby agree to the following terms and conditions.

Section 1. **Service Contract (SC)/Payment Voucher (PV)/Payment Commodity (PRC)** The Buyer agrees to establish a Service Contract (SC) for the maximum obligation under this ISA in compliance with the rules of the Office of the State Comptroller. Promptly after each period in which services are performed, the University shall submit to the Buyer a Payment Voucher (PV) or Payment Commodity form (PRC) with copies of all relevant supporting documentation. The Buyer will review the PV/PRC and either returns the PV/PRC unapproved within ten (10) days with written reasons for the disapproval, or shall process the PV/PRC for payments within thirty (30) days of the submission of receipt in compliance with the rules of the Office of the State Comptroller. If the University has not received payment within thirty (30) days of the submission of the PV/PRC, the University shall immediately notify

the Buyer that the PV/PRC has not been processed. If notification is made by telephone, the University shall document the date of the notice to the Buyer by a follow up memorandum, fax or letter. If the University does not receive payment within ten (10) working days following notification to the Buyer, the University, at its option, shall forward a copy of the unprocessed PV/PRC, with all relevant supporting documentation and a copy of the notification given to Buyer, to the Office of the General Counsel, Office of the State Comptroller, requesting an informal hearing pursuant to the provisions of section 3, **Disputes**.

Section 2. **Recordkeeping and Inspection of Records** The University shall maintain books, records and other compilations of data pertaining to the performance of this ISA in such detail as shall properly substantiate claims for payment under this ISA or as specified in Attachment A thereto. The Governor, the Secretary for Administration and Finance, the Comptroller, the Attorney General, the State Auditor, the federal grantor agency of the Buyer, the Buyer, the Buyer's Secretary, and their duly authorized representatives shall have the right at reasonable times and upon reasonable notice to examine or audit the books, records and other compilations of data of the University which shall pertain to the performance of this ISA. Such access shall include on-site audits, review and copying of records. The University shall preserve and make available, upon request of the agencies referenced above, all books, records and data that the University is required to maintain under the provisions of this ISA for a period of not less than six (6) years from the date of final payment under an ISA. During this period, reasonable access to the items shall be provided at the University's offices or at a mutually agreed upon location. The University shall retain documents that are pertinent to adjudicatory proceedings, audits or other actions, including appeals, commenced before or during the six (6) year post ISA period until such proceedings have reached final disposition or until resolution of all issues if such disposition or resolution occurs beyond the end of six (6) year period. Provisions for access to any additional records shall be specified in Attachment A.

Section 3. **Disputes The** Buyer and the University agree to provide written notice of any dispute involving this ISA, including but not limited to performance or payments, to the other department within seven (7) calendar days of the date the dispute arises. The Buyer and the University agree to make a good faith effort to resolve the dispute within thirty (30) days using all appropriate internal procedures including seeking assistance from their respective secretariats, but in no event shall this resolution period extend beyond the 30th day of May in any fiscal year. In the event the Buyer and the University are unable to resolve a dispute within this period, the parties agree that the Buyer or University, at either party's option, may request an informal hearing by the Office of the General Counsel, Office of the State Comptroller, and that the Buyer and the University shall cooperate in good faith to reach resolution of the stated dispute.

Section 4. **Confidentiality** The University acknowledges that in the performance of any ISA it may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in M.G.L. Chapter 66A). The University shall comply with the laws and regulations relating to confidentiality and privacy, including any rules and regulations of the Buyer and any additional requirements specified in Attachment A. The University shall at all times recognize the Buyer's ownership of personal data and the exclusive right and jurisdiction of the Commonwealth and "data subjects" (as defined in Chapter 66A) to control the use of personal data. The University shall immediately notify the Buyer orally and in writing if any personal data in its possession is subpoenaed, is improperly used, or is copied or removed by anyone except an authorized representative of the Buyer. The University shall cooperate with the Buyer to prevent misuse, regain possession of the data, or otherwise protect the Commonwealth's rights to data and the data subject's privacy. The University agrees that it will inform each of its employees and subcontractors having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The Buyer shall have access at all times to any data maintained pursuant to this ISA without the consent of the data subject.

Section 5. **Title to Deliverables, Equipment and Furnishings and Publication, Reproduction and Use of Deliverables** Unless otherwise provided by a federal grant award, by law, or by Attachment A, title to deliverables and other final products specified to be delivered as an element of performance of this ISA, and equipment, furnishings or other products paid for with Buyer funds, shall vest with the Buyer at the termination of this ISA. The University shall provide prior written notification to the Buyer before it, any of its officer, agents, employees or subcontractors, either during or after termination of an ISA, makes any statement to the press or issues any material for publication, through any medium of communication, derived from the deliverables received under this ISA. The University, in accordance with its Trustee Policy, retains the right to publish articles in academic and scholarly arenas. If the University, or any of its subcontractors, publishes a work dealing with any deliverable from this ISA, the Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication on the Commonwealth's behalf. It is specifically agreed between the parties that the University shall provide a detailed listing of any equipment the University intends to purchase or lease using funds conveyed via this ISA. All equipment, software, and related equipment must be justified as necessary to complete the requisite services under this ISA and the University must receive prior written approval from the Buyer before committing any ISA funds for the equipment purchase or lease. Inclusion in the proposed and approved budget attached to this ISA and signed by an authorized signatory of the Buyer constitutes prior written approval for the purposes of this clause.

Section 5. **Termination** This ISA shall terminate on the date specified in the ISA's approved authorization form, unless terminated earlier under the following conditions:

(a) Without Cause Either the Buyer or the University may terminate this ISA by giving written notice to the other party, pursuant to the provisions of Section 6, **Notices** below, at least thirty (30) calendar days prior to the effective date of termination, or such other period as specified in Attachment A.

(b) For Cause If the University materially breaches any term or condition of this ISA or fails to fulfill any ISA obligation, the Buyer may terminate an ISA, or suspend this ISA for a period not to exceed sixty (60) days, by giving written notice to the University pursuant to the provisions of Section 6, **Notices**, at least seven (7) calendar days prior to the effective date of termination or suspension, or such other period as specified in Attachment A. The notice shall state the circumstances of the alleged breach and, at the Buyer's option, may state a reasonable period during which the alleged material breach may be cured. In the case of suspension under this section, the notice of suspension shall be accompanied by instructions specifying requisite action(s) by the University during the period of suspension, a proposed timetable for meeting those requirements and a description of allowable activities and costs, if any, during the suspension period. The University may terminate or suspend performance under this ISA in the event of nonpayment by the Buyer by following the provisions of Section 1, **Service Contract/Payment Voucher**. The University shall also follow the procedures for notifying the Buyer and the Office of the General Counsel, Office of the State Comptroller, pursuant to the provisions of Section 3, **Disputes**, prior to suspension or termination of performance under this ISA.

(c) Emergency The Buyer may terminate this ISA, or suspend this ISA for a period not to exceed sixty (60) days, if the Buyer determines that an emergency situation exists which necessitates immediate action to protect state funds, federal funds, or property, or to protect persons from injury, abuse or other harms. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the University pursuant to the provisions of Section 6, **Notices**. In the case of a suspension under this section, the notice of suspension shall be accompanied by instructions specifying requisite action(s) by the University during the period of suspension, a proposed timetable for meeting those requirements and a description of allowable activities and costs, if any, during the suspension period.

(d) Elimination or Reduction of Funding In the event of an elimination or reduction in the funding of the Buyer for any reason, the Buyer may terminate this ISA by providing written notice of termination pursuant to the provisions of Section 6, **Notices**, at least fourteen (14) calendar days prior to the effective date of termination or such other period as specified in Attachment A. In the alternative, the Buyer may provide the University with a conditional notice of termination with a proposed amendment to this ISA which shall provide that the ISA will terminate automatically fourteen (14) calendar days after the date of the University's receipt of the conditional notice of termination pursuant to the provisions of Section 6, **Notices**, or such other period as specified in Attachment A, unless the University submits to the Buyer a properly executed amendment, or such modified form of the amendment as may be agreeable to the Buyer, within ten (10) calendar days after the date of the University's receipt of the conditional notice of termination, or such other time as is specified in Attachment A.

(e) Obligation in the Event of Termination Unless otherwise provided in Attachment A, if the University has not materially breached the terms of this ISA, the Buyer shall promptly pay the University for all services performed, goods received and for all approved costs and non-cancellable commitments reasonably incurred in the performance of this ISA, as specifically identified in the ISA, provided the University submits completed invoices with supporting documentation covering such services no later than forty-five (45) days after the effective date of termination, but in no event later than August 15th for service performed or goods received in that preceding fiscal year (July 1 – June 30), and that the University make every reasonable effort to minimize any such costs incurred. The University shall not be relieved of liability to the Buyer for any costs, injuries, penalties, damages, or other charges sustained by the Buyer by virtue of any material breach of this ISA by the University. The Buyer retains the right to withhold any payments to the University for the purpose of set off until such time as the exact amount of damages sustained by the Buyer is determined, subject to the notice provisions in Section 5, **Termination** (b) For Cause and Section 3, **Disputes**.

Section 6. **Notices** Unless otherwise specified in Attachment A, any notice hereunder shall be in writing and shall be deemed delivered and received when given in person to either the Buyer or the University or when received by fax, express mail, certified mail return receipt requested, regular mail, first class, postage prepaid or by any other appropriate method evidencing actual receipt by the party to whom notice was delivered. The notice shall be addressed to the persons and addresses specified on the ISA or in Attachment A thereof.

Section 7. **Force Majeure** Neither party shall be liable to the other nor be deemed to be in breach of this ISA for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this ISA are of the essence and important to the implementation of Buyer

work, continued failure of the University to perform for periods aggregating forty-five (45) or more calendar days, or such other time as is specified in Attachment A, even for causes beyond the control of the University, shall afford the Buyer the right to immediately terminate this ISA in accordance with Section 5(a) above.

Section 8. **Conflict of Interest** The University and the Buyer agree that neither shall engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees. No officer, member or employee of the Buyer or the University, and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review, approval, undertaking or carrying out of this ISA shall participate in any decision relating to this ISA which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or has any interest, direct or indirect, in this ISA or the proceeds thereof. The Buyer and the University represent and agree that they presently do not have and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under any ISA or which would give rise to an appearance of a conflict of interest.

Section 9. **Political Activity Prohibited, Anti-Boycott Warranty** None of the funds provided by the Buyer, nor any of the services to be performed by the University pursuant to this ISA shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of any ISA, no subcontractor of the University nor any controlled group, within the meaning of Section 993(a) (3) of the Internal Revenue Code, as amended, which shall include the subcontractors, shall participate or cooperate in any international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, nor engage in conduct declared to be unlawful by M.G.L. Chapter 151E.

Section 10. **Subcontracting and Assignment** No assignment of this ISA in whole or in part shall be made by either party hereto. None of the services to be provided by the University pursuant to this ISA shall be subcontracted in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval by an authorized signatory for the Buyer. For the purposes of this clause, prior written approval is deemed to have been given if the subcontract is listed in the ISA budget as signed by an authorized signatory of the Buyer. Any subcontract shall be subject to the terms and conditions of this ISA.

NOTE: Article 2 of the Interdepartmental Service Agreement Form Terms and Conditions (page 2, second paragraph) includes the statement: “The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR.” This term is not applicable to the University of Massachusetts, Amherst, as it is “off MMARS”.

ATTACHMENT B - BUDGET

Check one: __X__ Initial ISA Budget

____ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: $_____.

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _ISA_____.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	**Seller/Child Account**	**Object Class**	**Description**	**Initial ISA Amount / or Amount Prior to Amendment**	**Indicate Add or Reduce +/-**	**Amendment Amount**	**Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds**	**New Amount After Amendment**
11			Salaries	$44,718		$		$
11			Fringe	$ 854		$		$
11			Supplies/admin costs	$22,610		$		$
11			Indirect	$ 6,818		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: **2011**_____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	**$75,000**
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
TOTAL MAXIMUM OBGLIGATON FOR DURATION OF ISA (*or New Total Maximum Obligation if amended*)	$75,000

Additional Budget Specifications: Unexpended funds may roll forward from FY11 to FY'12 as this ISA crosses fiscal years.

ATTACHMENT B-Budget

FY'11 ISA MASSACHUSETTS PESTICIDE ANALYTICAL LABORATORY (MPAL)

BUDGET

MDAR has budgeted $75,000.00 for the purposes of this ISA. The University must provide the funding to the components under this ISA adequate to conduct the activities described. The Department will reimburse the University on a monthly basis provided a single invoice is provided for the previous month's work. The Department authorizes fund reallocation among budget categories of up to 10% without written approval of the Department. No indirect charges may be applied to equipment purchases. Re-allocation among budget categories of more than 10% requires prior written approval of the Department.

1. Budget Summary

Personnel	$34,718
Summer Salary for PI	$10,000
Total Personnel	**$44,718**
Fringe	$ 854
Supplies/Administrative Expenses	$ 22,610
Total Direct Costs	$ 68,182
Total Indirect Cost	$ 6,818
Total Costs	**$ 75,000**

ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

__X__ NEW ISA ____ ISA AMENDMENT	BUDGET FISCAL YEAR: 2011
BUYER/PARENT DEPARTMENT: AGR	SELLER/CHILD DEPARTMENT: UMS [VC600178133 AD001]
CTR ONLY - REVENUE BUREAU WILL ASSIGN	
Revenue Budget	Revenue Source
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW	
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)	
Appropriation Number:	Payroll Indicator : ____Yes ____No
Budgetary Estimated Receipts **$75,000**	BGCN Document Identification No.:
COST ACCOUNTING STRUCTURE (BGRG- BQ88)	
Total Maximum Obligation of ISA: $	BGRG Document Identification No.:
MAJOR PROGRAM TABLE SET-UP	
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):
Major Program Name:	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD	
Effective From Date:	Effective To Date:
Program Period:	
Program Period Name:	Program Period Short Name:
PROGRAM TABLE SET-UP	
Effective From Date:	Effective To Date:
Program Name:	Program Short Name:
Program Code: **(MUST START WITH "F" followed by up to 9 characters) F**	Sub Account:

FUNDING PROFILE - FUNDING LINE		
Draw Name:	Customer ID	Payment System Code – **Check one option only**
EDCAPS:	VC7000000001	___**D**
ECHO:	VC7000000002	___**E**
LOCES:	VC7000000003	___**L**
SMARTLINK:	VC7000000004	___**S**
ASAP- OTHER:	VC7000000005	___**Y**
ASAP:	VC7000000006	___**Z**
GRANT- NON DRAW:	VC7000000007	___**No Code**

FUNDING IDENTIFICATION	
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)
Letter of Credit No.:	

Authorized Signatory Seller/Child Department: _____ Date:_____ Name: Jennifer A. Donais, MPA, CRA, Assoc. Dir., OGCA

ATTACHMENT A-1

FY'11 ISA Massachusetts Pesticide Analytical Laboratory (MPAL)

SCOPE OF SERVICES

The Massachusetts Department of Agricultural Resources (MDAR) pursuant to M.G.L. Chapter 132B, Section 5, is authorized to enter into cooperative agreements and contracts with federal and state agencies and to receive and disperse funds to such agencies for the purpose of said chapter. The University of Massachusetts pursuant to M.G.L. Chapter 75, Section 11 is authorized to enter into contracts and agreements with governmental agencies to further the purposes of the University, which are to seek and disseminate knowledge. The Department of Agricultural Resources has determined that the University is best suited to carry out the pesticide analytical services for the Department. The purpose of this Agreement is to outline the conditions under which the University of Massachusetts acting through its Agricultural Experiment Station will operate the on behalf of the Department of Agricultural Resources.

Pesticide analytical services are essential to the Department of Agricultural Resources enforcement of pesticide rules and regulations. Investigations often rely upon analysis of samples collected during investigations. Without the ability to have pesticide analytical services, many pesticide use violations cannot be enforced. This could place humans and the environment at risk.

The Department also utilizes the laboratory services for the purpose of conducting monitoring studies. These studies are essential to determine if pesticides when used as labeled pose an unreasonable adverse effect to humans or the environment. Further, the Department's Public Drinking Water Protection regulations require that the Department conduct groundwater monitoring for the regulated pesticides.

DEFINITIONS

None.

RESPONSIBILITIES OF THE DEPARTMENT OF AGRICULTURAL RESOURCES

The responsibilities of the Department of Agricultural Resources shall be:

1) To transfer to the University in accordance with the provisions of section 5 of this ISA the amount of **$88,000.00** except that this amount shall be increased or reduced in accordance with section 14 of this ISA depending on the amount provided by the Legislature to the Department of Agricultural Resources from funds made available to the Department by the Legislature **for the period July 1, 2010 to June 30, 2011.**

ATTACHMENT A-1-FY'11 MPAL ISA

2) To transfer to the University in accordance with the provisions **of Attachment 1, section 1 of this ISA**, the amount **of $75,000** except that this amount shall be increased or reduced in accordance with **Attachment 1, section 5** of this ISA depending on the amount provided by U.S. EPA to the Department of Agricultural Resources as that part of an enforcement grant which is to be used for pesticide analytical purposes from funds made available to the Department from the Environmental Protection Agency (EPA) for the period **October 1, 2010 to September 30, 2011.**

RESPONSIBILITIES OF THE UNIVERSITY OF MASSACHUSETTS

The responsibility of the University of Massachusetts shall be:

1) To provide laboratory space that meets the standards of the EPA;

2) To provide a Director of Administration and a Laboratory Director to carry out the management functions of this ISA and to direct the laboratory established thereunder.

3) To analyze during **the period of July 1, 2010 to June 30, 2011** up to the following number of samples as directed by the Department's Laboratory Quality Assurance Officer:

a) *75 product samples*
b) 25 samples for contamination
c) 250 water monitoring samples
d) 130 environmental samples collected during investigations by the Department of Agricultural Resources

ATTACHMENT A-1-FY'11 MPAL ISA

The University shall not be held to the numbers in (a) through (d) above in the event the Department of Agricultural Resources fails to collect and submit to the Laboratory the stated number of samples.

4) To report to the Department the results of such analysis on forms provided by the Department. Such reports shall include copies of all pertinent data, analytical instrument recordings, tracings, and printouts.

5) To supply expert testimony in the courts of the Commonwealth or in federal courts relative to analysis performed;

6) To conduct all analysis by methods which are or subsequently may be specified or are acceptable to the National Enforcement Investigation Center of the U.S. EPA and to participate in the EPA "reference sample" and "sample check" programs;

7) To maintain sole custody of all samples accepted, except in cases of disposal as provided for in Article II, and to maintain strict security of all analytical records and findings. Such records and findings shall be transferred only to authorized representatives of the Department of Agricultural Resources, the office of the Attorney General or the courts by subpoena;

8) To store and dispose of all samples and sample containers which shall be transferred to the laboratory in connection with requested analytical services. Disposal shall be done only when authorized in writing by the Department;

9) To provide the *Department of Agricultural Resource-Division of Crop and Pest Services* with an Annual Report of all sample analysis activity that will include work completed for the Department as well as any outside work. The report shall also include a record of all laboratory income and sources of income as well as disbursement of these funds. This report shall be submitted within 60 days after the closing of the fiscal year.

10) To expend the funds made available from the Department according to the budget in Attachment B.

11) To establish an MPAL Oversight Committee the membership of which shall be appointed by the Commissioner of the Department of Agricultural Resources. This Committee will include one representative from the University of Massachusetts who will also be appointed by the Commissioner. The Director of the MPAL shall also be a member of the Committee and will act as secretary to the Committee. The Director will be an ex-officio non-voting member. The Committee will review the MPAL Annual Report, review the Department's portion of the laboratory budget, the policies and procedures and set policy related to the use and disposition of funds provided by the Department. The Committee will be chaired by the Commissioner of the Department of Agricultural Resources or his designee and will meet annually and at the discretion of the Commissioner.

ADDITIONAL TERMS AND CONDITIONS

See Attachment 1 for Basic Terms & Conditions applicable to ISAs with the University.

Attachment 1

Interdepartmental Service Agreement
Terms & Conditions

The buying agency (hereinafter "Buyer") and the University of Massachusetts, Amherst, (hereinafter "University") hereby agree to the following terms and conditions.

Section 1. **Title to Deliverables, Equipment and Furnishings and Publication, Reproduction and Use of Deliverables** Unless otherwise provided by a federal grant award, by law, or by Attachment A, title to deliverables and other final products specified to be delivered as an element of performance of this ISA, and equipment, furnishings or other products paid for with Buyer funds, shall vest with the Buyer at the termination of this ISA. The University shall provide prior written notification to the Buyer before it, any of its officer, agents, employees or subcontractors, either during or after termination of an ISA, makes any statement to the press or issues any material for publication, through any medium of communication, derived from the deliverables received under this ISA. The University, in accordance with its Trustee Policy, retains the right to publish articles in academic and scholarly arenas. If the University, or any of its subcontractors, publishes a work dealing with any deliverable from this ISA, the Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication on the Commonwealth's behalf. It is specifically agreed between the parties that the University shall provide a detailed listing of any equipment the University intends to purchase or lease using funds conveyed via this ISA. All equipment, software, and related equipment must be justified as necessary to complete the requisite services under this ISA and the University must receive prior written approval from the Buyer before committing any ISA funds for the equipment purchase or lease. Inclusion in the proposed and approved budget attached to this ISA and signed by an authorized signatory of the Buyer constitutes prior written approval for the purposes of this clause.

Section 2. **Conflict of Interest** The University and the Buyer agree that neither shall engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees. No officer, member or employee of the Buyer or the University, and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review, approval, undertaking or carrying out of this ISA shall participate in any decision relating to this ISA which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or has any interest, direct or indirect, in this ISA or the proceeds thereof. The Buyer and the University represent and agree that they presently do not have and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under any ISA or which would give rise to an appearance of a conflict of interest.

Section 3. **Political Activity Prohibited, Anti-Boycott Warranty** None of the funds provided by the Buyer, nor any of the services to be performed by the University pursuant to this ISA shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of any ISA, no subcontractor of the University nor any controlled group, within the meaning of Section 993(a) (3) of the Internal Revenue Code, as amended, which shall include the subcontractors, shall participate or cooperate in any international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, nor engage in conduct declared to be unlawful by M.G.L. Chapter 151E.

Section 4. **Subcontracting and Assignment** No assignment of this ISA in whole or in part shall be made by either party hereto. None of the services to be provided by the University pursuant to this ISA shall be subcontracted in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval by an authorized signatory for the Buyer. For the purposes of this clause, prior written approval is deemed to have been given if the subcontract is listed in the ISA budget as signed by an authorized signatory of the Buyer. Any subcontract shall be subject to the terms and conditions of this ISA.

NOTE: Article 2 of the Interdepartmental Service Agreement Form Terms and Conditions (page 2, second paragraph) includes the statement: "The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR." This term is not applicable to the University of Massachusetts, Amherst, as it is "off MMARS".

MMARS DOCUMENT ID: ISA _____.

COMMONWEALTH OF MASSACHUSETTS
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011	RFR REFERENCE NUMBER ENTER RFR NUMBER: OR __X__ N/A.
MMARS ALPHA *BUYER/PARENT* DEPARTMENT CODE: AGR	MMARS ALPHA *SELLER/CHILD* DEPARTMENT CODE: UMS (VC600178133 AD001)
BUSINESS MAILING ADDRESS: **251 CAUSEWAY STREET, SUITE 500 BOSTON, MA 02114-2151**	BUSINESS MAILING ADDRESS: OGCA, RESEARCH ADMINISTRATION BUILDING, 70 BUTTERFIELD TERRACE, UNIVERSITY OF MASSACHUSETTS, AMHERST, MA 01003
ISA MANAGER: MARK BUFFONE OR DANIEL RHODES	ISA MANAGER: JENNIFER A. DONAIS, CRA
PHONE: **617-626-1777**/617-626-1728 MDAR FAX: 617-626-1850	PHONE: 413-545-5888 FAX: 413-577-1595
E-MAIL ADDRESS: MARK.BUFFONE@STATE.MA.US	E-MAIL ADDRESS: JADONAIS@RESEARCH.UMASS.EDU

Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)

__X__ New ISA. Current Maximum Obligation for total duration of ISA **$88,000** (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)

____ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)

- ____ Amend Budget/Accounts. Change Maximum Obligation from: $_____ to New Maximum Obligation $_____ (Attachment B)
- ____ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)
- ____ Amend Dates of Performance. New Dates of Service: Start Date:_____ End Date:_____ (Subject to execution dates below.)
- ____ Amend Scope of Services/Performance

BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:

Annual EPA pass through funding for the Massachusetts Pesticide Analytical Laboratory

WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ **No** __X__ **Yes.** If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B. **Project personnel are either grant funded ("soft funded") or salary budgeted is for faculty summer effort with is not part of the state funded employment contract.**

ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.

____ BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.

____ BGCS – subsidiarized (budgetary)

__X__ Other (CT, RPO as authorized by CTR): **CT – UMass is Off MMARS**

____ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.

____ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)

__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:
__ **ADD** __ **DELETE** __ **NO CHANGE**	Account:	Fund:	Major Program Code:	Program Code:

ISA ANTICIPATED START DATE: **July 1, 2010** provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.

TERMINATION DATE OF THIS ISA: This ISA shall terminate on **June 30, 2011**, unless terminated or properly amended in writing by the parties prior to this date.

BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEROF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, includng this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachnent A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.

BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:	**SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:**
DATE: (Date must be handwritten by signatory at time of signature)	**DATE:** (Date must be handwritten by signatory at time of signature)
PRINT NAME: MICHAEL J. ROCK	PRINT NAME: JENNIFER A. DONAIS, MPA, CRA
PRINT TITLE: **CHIEF FISCAL OFFICER**	PRINT TITLE: **ASSOCIATE DIRECTOR, GRANTS & CONTRACTS**

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (incuding payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR.** The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin intial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

**** N/A to UM (UMass is "off MMARS")**

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS*:*

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

Annual Federal "pass through funding" for the MPAL in accordance with Attachment A-1 hereto.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

University of Massachusetts operates the MPAL under the direction of Dr. John M. Clark.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

This ISA provides federal pass through funding for MPAL on the federal fiscal year schedule, July 1, 2010 to June 30, 2011

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ___ No _X_ Yes. If yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

Project personnel are either grant funded ("soft funded") or salary budgeted is for faculty summer effort with is not part of the state funded employment contract.

6. Subcontractors**.** Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

N/A

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The buying agency (hereinafter "Buyer") and the University of Massachusetts, Amherst, (hereinafter "University") hereby agree to the following terms and conditions.

Section 1. **Service Contract (SC)/Payment Voucher (PV)/Payment Commodity (PRC)** The Buyer agrees to establish a Service Contract (SC) for the maximum obligation under this ISA in compliance with the rules of the Office of the State Comptroller. Promptly after each period in which services are performed, the University shall submit to the Buyer a Payment Voucher (PV) or Payment Commodity form (PRC) with copies of all relevant supporting documentation. The Buyer will review the PV/PRC and either returns the PV/PRC unapproved within ten (10) days with written reasons for the disapproval, or shall process the PV/PRC for payments within thirty (30) days of the submission of receipt in compliance with the rules of the Office of the State Comptroller. If the University has not received payment within thirty (30) days of the submission of the PV/PRC, the University shall immediately notify

the Buyer that the PV/PRC has not been processed. If notification is made by telephone, the University shall document the date of the notice to the Buyer by a follow up memorandum, fax or letter. If the University does not receive payment within ten (10) working days following notification to the Buyer, the University, at its option, shall forward a copy of the unprocessed PV/PRC, with all relevant supporting documentation and a copy of the notification given to Buyer, to the Office of the General Counsel, Office of the State Comptroller, requesting an informal hearing pursuant to the provisions of section 3, **Disputes**.

Section 2. **Recordkeeping and Inspection of Records** The University shall maintain books, records and other compilations of data pertaining to the performance of this ISA in such detail as shall properly substantiate claims for payment under this ISA or as specified in Attachment A thereto. The Governor, the Secretary for Administration and Finance, the Comptroller, the Attorney General, the State Auditor, the federal grantor agency of the Buyer, the Buyer, the Buyer's Secretary, and their duly authorized representatives shall have the right at reasonable times and upon reasonable notice to examine or audit the books, records and other compilations of data of the University which shall pertain to the performance of this ISA. Such access shall include on-site audits, review and copying of records. The University shall preserve and make available, upon request of the agencies referenced above, all books, records and data that the University is required to maintain under the provisions of this ISA for a period of not less than six (6) years from the date of final payment under an ISA. During this period, reasonable access to the items shall be provided at the University's offices or at a mutually agreed upon location. The University shall retain documents that are pertinent to adjudicatory proceedings, audits or other actions, including appeals, commenced before or during the six (6) year post ISA period until such proceedings have reached final disposition or until resolution of all issues if such disposition or resolution occurs beyond the end of six (6) year period. Provisions for access to any additional records shall be specified in Attachment A.

Section 3. **Disputes The** Buyer and the University agree to provide written notice of any dispute involving this ISA, including but not limited to performance or payments, to the other department within seven (7) calendar days of the date the dispute arises. The Buyer and the University agree to make a good faith effort to resolve the dispute within thirty (30) days using all appropriate internal procedures including seeking assistance from their respective secretariats, but in no event shall this resolution period extend beyond the 30th day of May in any fiscal year. In the event the Buyer and the University are unable to resolve a dispute within this period, the parties agree that the Buyer or University, at either party's option, may request an informal hearing by the Office of the General Counsel, Office of the State Comptroller, and that the Buyer and the University shall cooperate in good faith to reach resolution of the stated dispute.

Section 4. **Confidentiality** The University acknowledges that in the performance of any ISA it may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in M.G.L. Chapter 66A). The University shall comply with the laws and regulations relating to confidentiality and privacy, including any rules and regulations of the Buyer and any additional requirements specified in Attachment A. The University shall at all times recognize the Buyer's ownership of personal data and the exclusive right and jurisdiction of the Commonwealth and "data subjects" (as defined in Chapter 66A) to control the use of personal data. The University shall immediately notify the Buyer orally and in writing if any personal data in its possession is subpoenaed, is improperly used, or is copied or removed by anyone except an authorized representative of the Buyer. The University shall cooperate with the Buyer to prevent misuse, regain possession of the data, or otherwise protect the Commonwealth's rights to data and the data subject's privacy. The University agrees that it will inform each of its employees and subcontractors having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The Buyer shall have access at all times to any data maintained pursuant to this ISA without the consent of the data subject.

Section 5. **Title to Deliverables, Equipment and Furnishings and Publication, Reproduction and Use of Deliverables** Unless otherwise provided by a federal grant award, by law, or by Attachment A, title to deliverables and other final products specified to be delivered as an element of performance of this ISA, and equipment, furnishings or other products paid for with Buyer funds, shall vest with the Buyer at the termination of this ISA. The University shall provide prior written notification to the Buyer before it, any of its officer, agents, employees or subcontractors, either during or after termination of an ISA, makes any statement to the press or issues any material for publication, through any medium of communication, derived from the deliverables received under this ISA. The University, in accordance with its Trustee Policy, retains the right to publish articles in academic and scholarly arenas. If the University, or any of its subcontractors, publishes a work dealing with any deliverable from this ISA, the Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication on the Commonwealth's behalf. It is specifically agreed between the parties that the University shall provide a detailed listing of any equipment the University intends to purchase or lease using funds conveyed via this ISA. All equipment, software, and related equipment must be justified as necessary to complete the requisite services under this ISA and the University must receive prior written approval from the Buyer before committing any ISA funds for the equipment purchase or lease. Inclusion in the proposed and approved budget attached to this ISA and signed by an authorized signatory of the Buyer constitutes prior written approval for the purposes of this clause.

Section 5. **Termination** This ISA shall terminate on the date specified in the ISA's approved authorization form, unless terminated earlier under the following conditions:

(a) Without Cause Either the Buyer or the University may terminate this ISA by giving written notice to the other party, pursuant to the provisions of Section 6, **Notices** below, at least thirty (30) calendar days prior to the effective date of termination, or such other period as specified in Attachment A.

(b) For Cause If the University materially breaches any term or condition of this ISA or fails to fulfill any ISA obligation, the Buyer may terminate an ISA, or suspend this ISA for a period not to exceed sixty (60) days, by giving written notice to the University pursuant to the provisions of Section 6, **Notices**, at least seven (7) calendar days prior to the effective date of termination or suspension, or such other period as specified in Attachment A. The notice shall state the circumstances of the alleged breach and, at the Buyer's option, may state a reasonable period during which the alleged material breach may be cured. In the case of suspension under this section, the notice of suspension shall be accompanied by instructions specifying requisite action(s) by the University during the period of suspension, a proposed timetable for meeting those requirements and a description of allowable activities and costs, if any, during the suspension period. The University may terminate or suspend performance under this ISA in the event of nonpayment by the Buyer by following the provisions of Section 1, **Service Contract/Payment Voucher**. The University shall also follow the procedures for notifying the Buyer and the Office of the General Counsel, Office of the State Comptroller, pursuant to the provisions of Section 3, **Disputes**, prior to suspension or termination of performance under this ISA.

(c) Emergency The Buyer may terminate this ISA, or suspend this ISA for a period not to exceed sixty (60) days, if the Buyer determines that an emergency situation exists which necessitates immediate action to protect state funds, federal funds, or property, or to protect persons from injury, abuse or other harms. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the University pursuant to the provisions of Section 6, **Notices**. In the case of a suspension under this section, the notice of suspension shall be accompanied by instructions specifying requisite action(s) by the University during the period of suspension, a proposed timetable for meeting those requirements and a description of allowable activities and costs, if any, during the suspension period.

(d) Elimination or Reduction of Funding In the event of an elimination or reduction in the funding of the Buyer for any reason, the Buyer may terminate this ISA by providing written notice of termination pursuant to the provisions of Section 6, **Notices**, at least fourteen (14) calendar days prior to the effective date of termination or such other period as specified in Attachment A. In the alternative, the Buyer may provide the University with a conditional notice of termination with a proposed amendment to this ISA which shall provide that the ISA will terminate automatically fourteen (14) calendar days after the date of the University's receipt of the conditional notice of termination pursuant to the provisions of Section 6, **Notices**, or such other period as specified in Attachment A, unless the University submits to the Buyer a properly executed amendment, or such modified form of the amendment as may be agreeable to the Buyer, within ten (10) calendar days after the date of the University's receipt of the conditional notice of termination, or such other time as is specified in Attachment A.

(e) Obligation in the Event of Termination Unless otherwise provided in Attachment A, if the University has not materially breached the terms of this ISA, the Buyer shall promptly pay the University for all services performed, goods received and for all approved costs and non-cancellable commitments reasonably incurred in the performance of this ISA, as specifically identified in the ISA, provided the University submits completed invoices with supporting documentation covering such services no later than forty-five (45) days after the effective date of termination, but in no event later than August 15th for service performed or goods received in that preceding fiscal year (July 1 – June 30), and that the University make every reasonable effort to minimize any such costs incurred. The University shall not be relieved of liability to the Buyer for any costs, injuries, penalties, damages, or other charges sustained by the Buyer by virtue of any material breach of this ISA by the University. The Buyer retains the right to withhold any payments to the University for the purpose of set off until such time as the exact amount of damages sustained by the Buyer is determined, subject to the notice provisions in Section 5, **Termination** (b) For Cause and Section 3, **Disputes**.

Section 6. **Notices** Unless otherwise specified in Attachment A, any notice hereunder shall be in writing and shall be deemed delivered and received when given in person to either the Buyer or the University or when received by fax, express mail, certified mail return receipt requested, regular mail, first class, postage prepaid or by any other appropriate method evidencing actual receipt by the party to whom notice was delivered. The notice shall be addressed to the persons and addresses specified on the ISA or in Attachment A thereof.

Section 7. **Force Majeure** Neither party shall be liable to the other nor be deemed to be in breach of this ISA for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this ISA are of the essence and important to the implementation of Buyer

work, continued failure of the University to perform for periods aggregating forty-five (45) or more calendar days, or such other time as is specified in Attachment A, even for causes beyond the control of the University, shall afford the Buyer the right to immediately terminate this ISA in accordance with Section 5(a) above.

Section 8. **Conflict of Interest** The University and the Buyer agree that neither shall engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees. No officer, member or employee of the Buyer or the University, and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review, approval, undertaking or carrying out of this ISA shall participate in any decision relating to this ISA which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or has any interest, direct or indirect, in this ISA or the proceeds thereof. The Buyer and the University represent and agree that they presently do not have and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under any ISA or which would give rise to an appearance of a conflict of interest.

Section 9. **Political Activity Prohibited, Anti-Boycott Warranty** None of the funds provided by the Buyer, nor any of the services to be performed by the University pursuant to this ISA shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of any ISA, no subcontractor of the University nor any controlled group, within the meaning of Section 993(a) (3) of the Internal Revenue Code, as amended, which shall include the subcontractors, shall participate or cooperate in any international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, nor engage in conduct declared to be unlawful by M.G.L. Chapter 151E.

Section 10. **Subcontracting and Assignment** No assignment of this ISA in whole or in part shall be made by either party hereto. None of the services to be provided by the University pursuant to this ISA shall be subcontracted in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval by an authorized signatory for the Buyer. For the purposes of this clause, prior written approval is deemed to have been given if the subcontract is listed in the ISA budget as signed by an authorized signatory of the Buyer. Any subcontract shall be subject to the terms and conditions of this ISA.

NOTE: Article 2 of the Interdepartmental Service Agreement Form Terms and Conditions (page 2, second paragraph) includes the statement: “The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR.” This term is not applicable to the University of Massachusetts, Amherst, as it is “off MMARS”.

ATTACHMENT B - BUDGET

Check one: __X__ Initial ISA Budget

____ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: $_____.

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: **ISA**_____.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	**Seller/Child Account**	**Object Class**	**Description**	**Initial ISA Amount / or Amount Prior to Amendment**	**Indicate Add or Reduce +/-**	**Amendment Amount**	**Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds**	**New Amount After Amendment**
11			Salaries	$47,633		$		$
11			Fringe	$ 7,124		$		$
11			Supplies/Administrative	$15,243		$		$
11			Equipment Repair	$10,000		$		$
11			Indirect @ 10%	$ 8,000		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$
				$		$		$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: **2011**_____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	**$88,000**
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
FISCAL YEAR: _____ SUBTOTAL (*or New Subtotal if Fiscal Year Subtotal being amended*	$
TOTAL MAXIMUM OBGLIGATON FOR DURATION OF ISA (*or New Total Maximum Obligation if amended*)	$75,000

Additional Budget Specifications:

ATTACHMENT B-Budget

FY'11 ISA MASSACHUSETTS PESTICIDE ANALYTICAL LABORATORY (MPAL)

BUDGET

MDAR has budgeted $88,000.00 for the purposes of this ISA. The University must provide the funding to the components under this ISA adequate to conduct the activities described. The Department will reimburse the University on a monthly basis provided a single invoice is provided for the previous month's work. The Department authorizes fund reallocation among budget categories of up to 10% without written approval of the Department. No indirect charges may be applied to equipment purchases. Re-allocation among budget categories of more than 10% requires prior written approval of the Department.

1. Budget Summary

Personnel	$37,633
Summer Salary for PI	$10,000
Total Personnel	**$47,633**
Fringe	$ 7,124
Supplies/Administrative Expenses	$ 15,243
Equipment Service Contract	$ 10,000
Total Direct Costs	$ 80,000
Total Indirect Cost	$ 8,000
Total Costs	**$ 88,000**

ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

__X__ NEW ISA ____ ISA AMENDMENT	BUDGET FISCAL YEAR: 2011
BUYER/PARENT DEPARTMENT: AGR	SELLER/CHILD DEPARTMENT: UMS [VC600178133 AD001]
CTR ONLY - REVENUE BUREAU WILL ASSIGN	
Revenue Budget	Revenue Source
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW	
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)	
Appropriation Number:	Payroll Indicator : ____Yes ____No
Budgetary Estimated Receipts **$88,000**	BGCN Document Identification No.:
COST ACCOUNTING STRUCTURE (BGRG- BQ88)	
Total Maximum Obligation of ISA: $	BGRG Document Identification No.:
MAJOR PROGRAM TABLE SET-UP	
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):
Major Program Name:	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD	
Effective From Date:	Effective To Date:
Program Period:	
Program Period Name:	Program Period Short Name:
PROGRAM TABLE SET-UP	
Effective From Date:	Effective To Date:
Program Name:	Program Short Name:
Program Code: **(MUST START WITH "F" followed by up to 9 characters) F**	Sub Account:

FUNDING PROFILE - FUNDING LINE		
Draw Name:	Customer ID	Payment System Code – **Check one option only**
EDCAPS:	VC7000000001	___**D**
ECHO:	VC7000000002	___**E**
LOCES:	VC7000000003	___**L**
SMARTLINK:	VC7000000004	___**S**
ASAP- OTHER:	VC7000000005	___**Y**
ASAP:	VC7000000006	___**Z**
GRANT- NON DRAW:	VC7000000007	___**No Code**

FUNDING IDENTIFICATION	
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)
Letter of Credit No.:	

Authorized Signatory Seller/Child Department: _____ Date:_____ Name: Jennifer A. Donais, MPA, CRA, Assoc. Dir., OGCA

ATTACHMENT A-1-FY'11 ISA Massachusetts Pesticide Analytical Laboratory (MPAL)

SCOPE OF SERVICES

The Massachusetts Department of Agricultural Resources (MDAR) pursuant to M.G.L. Chapter 132B, Section 5, is authorized to enter into cooperative agreements and contracts with federal and state agencies and to receive and disperse funds to such agencies for the purpose of said chapter. The University of Massachusetts pursuant to M.G.L. Chapter 75, Section 11 is authorized to enter into contracts and agreements with governmental agencies to further the purposes of the University, which are to seek and disseminate knowledge. The Department of Agricultural Resources has determined that the University is best suited to carry out the pesticide analytical services for the Department. The purpose of this Agreement is to outline the conditions under which the University of Massachusetts acting through its Agricultural Experiment Station will operate the on behalf of the Department of Agricultural Resources.

Pesticide analytical services are essential to the Department of Agricultural Resources enforcement of pesticide rules and regulations. Investigations often rely upon analysis of samples collected during investigations. Without the ability to have pesticide analytical services, many pesticide use violations cannot be enforced. This could place humans and the environment at risk.

The Department also utilizes the laboratory services for the purpose of conducting monitoring studies. These studies are essential to determine if pesticides when used as labeled pose an unreasonable adverse effect to humans or the environment. Further, the Department's Public Drinking Water Protection regulations require that the Department conduct groundwater monitoring for the regulated pesticides.

DEFINITIONS

None.

RESPONSIBILITIES OF THE DEPARTMENT OF AGRICULTURAL RESOURCES

The responsibilities of the Department of Agricultural Resources shall be:

1) To transfer to the University in accordance with the provisions of section 5 of this ISA the amount of **$88,000.00** except that this amount shall be increased or reduced in accordance with section 14 of this ISA depending on the amount provided by the Legislature to the Department of Agricultural Resources from funds made available to the Department by the Legislature **for the period July 1, 2010 to June 30, 2011.**

2) To transfer to the University in accordance with the provisions **of Attachment 1, section 1 of this ISA**, the amount **of $75,000** except that this amount shall be increased or reduced in accordance with **Attachment 1, section 5** of this ISA depending on the amount provided by U.S. EPA to the Department of Agricultural Resources as that part of an enforcement grant which is to be used for pesticide analytical purposes from funds made available to the Department from the Environmental Protection Agency (EPA) for the period **October 1, 2010 to September 30, 2011.**

RESPONSIBILITIES OF THE UNIVERSITY OF MASSACHUSETTS

The responsibility of the University of Massachusetts shall be:

1) To provide laboratory space that meets the standards of the EPA;

2) To provide a Director of Administration and a Laboratory Director to carry out the management functions of this ISA and to direct the laboratory established thereunder.

3) To analyze during **the period of July 1, 2010 to June 30, 2011** up to the following number of samples as directed by the Department's Laboratory Quality Assurance Officer:

a) *75 product samples*
b) 25 samples for contamination
c) 250 water monitoring samples
d) 130 environmental samples collected during investigations by the Department of Agricultural Resources

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The University shall not be held to the numbers in (a) through (d) above in the event the Department of Agricultural Resources fails to collect and submit to the Laboratory the stated number of samples.

4) To report to the Department the results of such analysis on forms provided by the Department. Such reports shall include copies of all pertinent data, analytical instrument recordings, tracings, and printouts.

5) To supply expert testimony in the courts of the Commonwealth or in federal courts relative to analysis performed;

6) To conduct all analysis by methods which are or subsequently may be specified or are acceptable to the National Enforcement Investigation Center of the U.S. EPA and to participate in the EPA "reference sample" and "sample check" programs;

7) To maintain sole custody of all samples accepted, except in cases of disposal as provided for in Article II, and to maintain strict security of all analytical records and findings. Such records and findings shall be transferred only to authorized representatives of the Department of Agricultural Resources, the office of the Attorney General or the courts by subpoena;

8) To store and dispose of all samples and sample containers which shall be transferred to the laboratory in connection with requested analytical services. Disposal shall be done only when authorized in writing by the Department;

9) To provide the *Department of Agricultural Resource- Division of Crop and Pest Services* with an Annual Report of all sample analysis activity that will include work completed for the Department as well as any outside work. The report shall also include a record of all laboratory income and sources of income as well as disbursement of these funds. This report shall be submitted within 60 days after the closing of the fiscal year.

10) To expend the funds made available from the Department according to the budget in Attachment B.

11) To establish an MPAL Oversight Committee the membership of which shall be appointed by the Commissioner of the Department of Agricultural Resources. This Committee will include one representative from the University of Massachusetts who will also be appointed by the Commissioner. The Director of the MPAL shall also be a member of the Committee and will act as secretary to the Committee. The Director will be an ex-officio non-voting member. The Committee will review the MPAL Annual Report, review the Department's portion of the laboratory budget, the policies and procedures and set policy related to the use and disposition of funds provided by the Department. The Committee will be chaired by the Commissioner of the Department of Agricultural Resources or his designee and will meet annually and at the discretion of the Commissioner.

ADDITIONAL TERMS AND CONDITIONS

See Attachment 1 for Basic Terms & Conditions applicable to ISAs with the University.

Attachment 1

Interdepartmental Service Agreement
Terms & Conditions

The buying agency (hereinafter "Buyer") and the University of Massachusetts, Amherst, (hereinafter "University") hereby agree to the following terms and conditions.

Section 1. **Title to Deliverables, Equipment and Furnishings and Publication, Reproduction and Use of Deliverables** Unless otherwise provided by a federal grant award, by law, or by Attachment A, title to deliverables and other final products specified to be delivered as an element of performance of this ISA, and equipment, furnishings or other products paid for with Buyer funds, shall vest with the Buyer at the termination of this ISA. The University shall provide prior written notification to the Buyer before it, any of its officer, agents, employees or subcontractors, either during or after termination of an ISA, makes any statement to the press or issues any material for publication, through any medium of communication, derived from the deliverables received under this ISA. The University, in accordance with its Trustee Policy, retains the right to publish articles in academic and scholarly arenas. If the University, or any of its subcontractors, publishes a work dealing with any deliverable from this ISA, the Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication on the Commonwealth's behalf. It is specifically agreed between the parties that the University shall provide a detailed listing of any equipment the University intends to purchase or lease using funds conveyed via this ISA. All equipment, software, and related equipment must be justified as necessary to complete the requisite services under this ISA and the University must receive prior written approval from the Buyer before committing any ISA funds for the equipment purchase or lease. Inclusion in the proposed and approved budget attached to this ISA and signed by an authorized signatory of the Buyer constitutes prior written approval for the purposes of this clause.

Section 2. **Conflict of Interest** The University and the Buyer agree that neither shall engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees. No officer, member or employee of the Buyer or the University, and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review, approval, undertaking or carrying out of this ISA shall participate in any decision relating to this ISA which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or has any interest, direct or indirect, in this ISA or the proceeds thereof. The Buyer and the University represent and agree that they presently do not have and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services to be performed under any ISA or which would give rise to an appearance of a conflict of interest.

Section 3. **Political Activity Prohibited, Anti-Boycott Warranty** None of the funds provided by the Buyer, nor any of the services to be performed by the University pursuant to this ISA shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of any ISA, no subcontractor of the University nor any controlled group, within the meaning of Section 993(a) (3) of the Internal Revenue Code, as amended, which shall include the subcontractors, shall participate or cooperate in any international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, nor engage in conduct declared to be unlawful by M.G.L. Chapter 151E.

Section 4. **Subcontracting and Assignment** No assignment of this ISA in whole or in part shall be made by either party hereto. None of the services to be provided by the University pursuant to this ISA shall be subcontracted in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval by an authorized signatory for the Buyer. For the purposes of this clause, prior written approval is deemed to have been given if the subcontract is listed in the ISA budget as signed by an authorized signatory of the Buyer. Any subcontract shall be subject to the terms and conditions of this ISA.

NOTE: Article 2 of the Interdepartmental Service Agreement Form Terms and Conditions (page 2, second paragraph) includes the statement: "The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR." This term is not applicable to the University of Massachusetts, Amherst, as it is "off MMARS".

Attachment 8:

Quality Improvements

None at this time