

**SIPPRA Program Federal Award Identification Number:**

**MI-35804-21-60-A-36 Schedule 1:**

**General Award Terms and Conditions**

## Schedule 1: General Award Terms and Conditions

The following constitutes the General Award Terms and Conditions applicable to all awards issued under section 2053(c) of the Act in accordance with the Notice of Funding Availability (NOFA) published by the Department of Treasury in the Federal Register at 84 FR 5560 on February 21, 2019 (the "NOFA"). Capitalized terms not defined below shall have the meanings provided in the NOFA. In the event of a conflict between the terms below and any Special Award Conditions provided for an award, the Special Award Conditions shall control. In the event of a conflict between any General Award Terms and Conditions or Special Award Conditions and the NOFA, the General Award Terms and Conditions or Special Award Conditions, as the case may be, shall control.

1. **Project Plan (Scope of Work).** Recipient shall carry out the project plan set forth in Annex A to Schedule 1 (the "Project Plan").
2. **Project Partners and Independent Evaluator.** Recipient shall comply with the terms of the Project Partnership Agreement(s) attached as Annex B to Schedule 1 (the parties thereto other than Recipient being the "Project Partners") and the independent evaluator agreement attached as Annex C to Schedule 1 with the independent evaluator for the project (the "Independent Evaluator").
3. **Outcome Payments.** DOL/ETA shall make outcome payments to Recipient as set forth in Annex D to Schedule 1 if each of the following conditions is satisfied, provided that payments under this award shall not exceed \$7,071,200.00. No payments based on actual costs incurred will be made. No payments for indirect costs are allowable under this agreement.
  - a. The Independent Evaluator has validated using the evaluation design provided in Annex E to Schedule 1 (the "Evaluation Design") that:
    - i. The outcome targets for any given project year and for any given cohort set forth in Annex D to Schedule 1 were achieved;
    - ii. Such outcomes were achieved as a result of the intervention rather than other factors; and
    - iii. The project was delivered with fidelity with respect to the Project Plan;
  - b. The Independent Evaluator has validated, using the budget methodology set forth in the NOFA and using realized (i.e., observed) outcomes, federal outlays, and revenues that the amount of the outcome payment is equal to or less than the value of the outcome to the federal government; and
  - c. DOL/ETA, in consultation with Recipient, has concurred with the validation of the Independent Evaluator referenced in paragraphs (a) and (b) above.

4. Prior Approvals.

- a. Recipient shall obtain the express written approval of the DOL/ETA prior to making any changes to the following:
  - I) The Project Plan;
  - II) The Evaluation Design;
  - III) The Project Partners or the terms of the Partnership Agreement(s), including the source of financing;
  - IV) The Independent Evaluator or the terms of the Independent Evaluator Agreement; or 1
  - V) The Period of Performance. Prior approval is granted to use state funds or private sources of financing for the project.
- b. Recipient shall obtain the express written approval from DOL/ETA prior to transferring or contracting out any work under this award other than the acquisition of supplies, material, equipment or general support services, unless described in the application and approved in this award.
- c. Recipient may not transfer, pledge, mortgage, or otherwise assign this award, or any interest therein, or any claim arising thereunder, to any party without the express written approval of DOL/ETA.
- d. The DOL/ETA may grant any such approval in its sole discretion. For the avoidance of doubt, any changes in law or government policy, changes in general economic conditions, natural disasters, the nonperformance by the Independent Evaluator or the Project Partners or other changes that affect the ability of Recipient to meet the specified outcomes shall not impose any requirement on DOL/ETA to approve any changes requested by Recipient.
- e. No change to the outcome targets or amount of outcome payments provided in Annex D to Schedule 1 shall be permitted.

5. **Subawards.** Recipient is not permitted to make subawards under this award.

6. **Cost Sharing.** Cost sharing or matching funds, as defined in the Uniform Guidance, are not applicable to this award. The financial contributions from any investors for project implementation are not characterized as cost sharing or matching funds.

7. Compliance with Applicable Law.

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, DOL/ETA exceptions to 2 C.F.R Part 200 found at 2 C.F.R Part 2900, and DOL/ETA regulations incorporating these requirements, apply to this award, provided that:
  - i. The requirements of 2 C.F.R. § 200.307 regarding program income shall not apply to this award. Program income shall not reduce the amount of the award or be added to the award.
  - ii. Pursuant to 2 C.F.R. § 200.401(a)(5), the cost principles set forth in 2 C.F.R. subpart E shall not apply to this award.
  - iii. The DOL/ETA shall be the Federal Awarding Agency as defined by 2 C.F.R. §200.37 for purposes of all provisions of the Uniform Guidance.
- b. Recipient, in carrying out the scope of work and in all other matters relating to this award, must comply with all other applicable program requirements, federal laws and regulations and with all requirements for state and local laws and ordinances to the extent that such requirements do not conflict with federal law and regulations and shall provide for such compliance in any agreements it enters into with other parties relating to this award. Such applicable federal regulations include, without limitation, the following:
  - i. OMB Guidelines To Agencies On Governmentwide Debarment And Suspension,(no procurement) 2 C.F.R. Part 180.
  - ii. Governmentwide Requirements for Drug-Free Workplace, 28 C.F.R. Part 83 and 29 C.F.R. Part 94.
  - iii. New Restrictions on Lobbying, 28 C.F.R. Part 69 and 29 C.F.R. Part 93.
  - iv. Rules and Procedures for Efficient Federal-State Funds Transfers, 31 C.F.R. Part 205
  - v. Controlling Paperwork Burdens on the Public, 5 C.F.R. Part 1320
  - vi. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

- vii. Statutes and regulations prohibiting discrimination, including, without limitation, the following:
  - A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - B. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
  - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - E. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including the ADA Amendments Act of 2008 (Public Law 110-325, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- c. Recipient must take reasonable measures to safeguard protected personally identifiable information consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
- d. Recipient must submit quarterly performance progress reports to DOL/ETA that describe project activities during the reporting period to assist the DOL/ETA in monitoring and tracking the performance of Recipient's award pursuant to 2 C.F.R. § 200.329(c)(1).

8. Financial Reports.

- a. During the period of performance, Recipient must submit a “Federal Financial Report” (SF-425) found at [Grants.gov](https://www.grants.gov) on an annual basis for the reporting period ending each December 31 per 2 C.F.R. § 200.328. The report is due no later than 30 days following the end of the reporting period. It is noted that a zero dollar report will be submitted until a payout is made.
- b. Recipient must submit all financial reports via email, unless otherwise specified by DOL/ETA in writing.

9. Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e).

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, Recipient must inform DOL/ETA as soon as the following types of conditions become known:
  - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- b. Recipient must:
  - i. Promptly provide to DOL/ETA and DOL Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to the award.
  - ii. Immediately notify DOL/ETA and DOL Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

10. Audit and Records Retention Requirements.

- a. Recipient is responsible for complying with all applicable audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.
- b. The three-year period provided for in 2 C.F.R. § 200.334 regarding records retention shall begin on the date of the final report of the Independent Evaluator.

- c. For the purposes of 2 C.F.R. § 200.334, the term “records” shall include but not be limited to:
  - i. All supporting documentation for the performance outcomes; and
  - ii. Any reports, publications, and data sets from any research conducted under this award.
- d. Recipient is authorized to enter into contracts to complete the approved scope of work, Recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

11. **Contract Provision.** All contracts made by Recipient under a federal award, as applicable, must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

12. Access to Records and Recipient’s Sites.

- a. DOL/ETA, DOL Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of Recipient that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Recipient’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

If Recipient is authorized to enter into contracts to complete the approved scope of work, Recipient must include in its contract a requirement that the contractor make available to DOL/ETA, DOL Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

- b. DOL/ETA, DOL Office of Inspector General, and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and contractors corresponding to the duration of their records retention obligation for this award.

### 13. Award Disbursement

- a. DOL/ETA will use the Department of Health and Human Services Payment Management System (PMS) to disburse payments of Award funds. In order to receive payments, Recipient must first enroll in [Payment Management Services](#). DOL/ETA creates and funds account(s) for recipients in PMS, and recipients access their account(s) online to request funds. Funds will be restricted in PMS until DOL/ETA authorizes a release of funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through PMS may contain controls or withdrawal limits set by DOL/ETA.
- b. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," 2 C.F.R. § 200.305, and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

### 14. Remedies for Noncompliance

- a. If DOL/ETA determines that Recipient has failed to comply with SIPPPRA, these General Award Terms and Conditions, or any Special Award Conditions, DOL/ETA may take any of the actions provided for in 2 C.F.R. § 200.339.
- b. DOL/ETA will notify Recipient in writing of DOL/ETA's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that DOL/ETA proposes to pursue. Recipient will have 30 calendar days to respond and provide information and documentation contesting DOL/ETA's proposed determination or suggesting an alternative remedy.
- c. DOL/ETA will consider any and all information provided by Recipient and issue a final determination in writing, which will state DOL/ETA's final findings regarding noncompliance and the remedy to be imposed.
- d. In extraordinary circumstances, DOL/ETA may require that any of the remedies above take effect immediately upon notice in writing to Recipient. In such cases, Recipient may contest DOL/ETA's determination or suggest an alternative remedy in writing to DOL/ETA, and DOL/ETA will issue a final determination.
- e. Instead of, or in addition to, the remedies listed above, DOL/ETA may refer the noncompliance to the DOL/ETA Office of Inspector General for investigation or audit. DOL/ETA will refer all allegations of fraud, waste, or abuse to the DOL/ETA Inspector General.



## 15. Termination

- a. DOL/ETA may terminate this award in accordance with 2 C.F.R. § 200.340.

If DOL/ETA terminates this award pursuant to 2 C.F.R. § 200.340(a)(1) or (2), DOL/ETA shall not be required to make any further outcome payments under the award.

- b. DOL/ETA's determination at any point during the Performance Period that none of the

conditions to making outcome payments will be met shall constitute cause for termination of the award.

- c. Any requests for termination by Recipient must be made in accordance with 2 C.F.R.

§200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

## 16. Amendments

- a. The terms of the award may be amended with the written approval of Recipient, Treasury, and DOL/ETA.
- b. Treasury and DOL/ETA reserve the right to amend the terms of the award if required by federal law or regulation.
- c. Recipients must submit any requests for amendments in writing to Treasury and DOL/ETA, and must include an explanation for the reason this award should be amended.

## 17. Debts Owed the Federal Government

- a. Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by DOL/ETA, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.
- b. Any funds paid to Recipient in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award constitute a debt to the federal government.

- i. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in DOL/ETA's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. §

901.9. DOL/ETA will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- ii. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The [CVFR is available on Bureau of the Fiscal Service's website](#). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in DOL/ETA's written demand for payment. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by DOL/ETA.
- iii. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on- site visits and audits.

Research Involving Human Subjects. Recipient shall notify DOL/ETA prior to engaging in any research that involves human subjects and agrees to comply with the provisions of the U.S. Department of Labor's regulation regarding the protection of human subjects, 29 C.F.R. Part 21 in performing any such research.

#### 18. Disclaimer Provisions

The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- a. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

## 19. Publications and Signage

- a. Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage informing the public about the project described in the Project Plan attached as Annex A to Schedule 1 must clearly display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the Department of the Treasury and the U.S. Department of Labor, Employment and Training Administration (DOL/ETA) under the Social Impact Partnerships to Pay for Results Act Program.”
- b. Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this award must display the following additional language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the Department of the Treasury and U.S. Department of Labor, Employment and Training Administration (DOL/ETA) under the Social Impact Partnerships to Pay for Results Act Program. The opinions, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the Department of the Treasury or the U.S. Department of Labor. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), the Department of the Treasury, or the U.S. Department of Labor. Rather, the references are illustrations to supplement discussion of the issues.”

## 20. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;

- iii. The Government Accountability Office;
  - iv. A DOL/ETA employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

21. **Governmentwide Debarment and Suspension.** Recipient is required to comply with the governmentwide system of debarment and suspension set forth in 2 C.F.R. Part 180 and to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 2 C.F.R. Part 180.

22. **Recipient Integrity and Performance Matters.** The award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

23. **System for Award Management (SAM) and Universal Identifier Requirements.** The award term set forth in 2 C.F.R. Part 25, Appendix A to Part 25 is hereby incorporated by reference.

24. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on- the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

25. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, Recipient should encourage as applicable, its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.