

## Schedule 1: General Award Terms and Conditions

The following constitutes the General Award Terms and Conditions applicable to all awards issued under section 2055(a) of the Act in accordance with the Notice of Funding Availability published by the 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. Scope of Work. Recipient understands and agrees that the funds obligated and disbursed under this award are for the purpose of procuring the services of an independent evaluator. No other direct or indirect costs of Recipient are allowable. Recipient shall enter into an agreement with an evaluation contractor (the “Independent Evaluator”) on terms substantially similar to those in the draft independent evaluator contract provided as set forth in Annex B to Schedule 1 (the “Independent Evaluator Contract”). Recipient shall only use the funding to pay the evaluation contractor for costs that are: 1) consistent with the Independent Evaluator Contract; 2) relate to validation of the evaluation design provided in Annex C to Schedule 1 (the “Evaluation Design”); 3) relate to the reports that the Independent Evaluator must develop and produce pursuant to 42 U.S.C. §§ 1397n-4(d) and (e); and 4) consistent with the project evaluation portion specified in the project plan set forth in Annex A to Schedule 1 including, but not limited to the following:
  - i. Developing and submitting written progress reports pursuant to 42 U.S.C. §§ 1397n-4(d)(1)(A);
  - ii. Developing and submitting written outcome payment reports pursuant to 42 U.S.C. §§ 1397n-4(d)(1)(B);
  - iii. Developing and submitting a written final report pursuant to 42 U.S.C. §§ 1397n-4(e);
  - iv. Evaluating whether pre-determined outcomes have been achieved; and
  - v. Analyzing federal budgetary impact observed.
  
2. Performance Goals. Recipient shall require the Independent Evaluator to validate using the evaluation design provided in the Evaluation Design attached as Annex C to Schedule 1 to meet the following performance goals during the period of performance of this award:
  - i. Develop a written progress report regarding Recipient’s progress in achieving outcome identified in the Outcome Payments set forth in Annex D to Schedule 1 and submit the report to Treasury (for Treasury’s approval) and the Chair of the Federal Interagency Council on Social Impact Partnerships (Council) by no later than two years after the Federal Award Date and biannually thereafter until the project is completed pursuant to 42 U.S.C. §§ 1397n-4(d)(1)(A);
  - ii. Develop a written outcome payment report that includes the results of the evaluation conducted to determine whether an outcome payment should be made to Recipient and submit such report to Treasury (for Treasury’s approval) and the Chair of the Council before the scheduled time of the first outcome payment and before each subsequent outcome payment pursuant to 42 U.S.C. §§ 1397n-4(d)(1)(B); and
  - iii. Develop a written final report that includes the results of the evaluation and the conclusion of the evaluator as to whether Recipient achieved the outcomes identified in the Outcome Payments set forth in Annex D to Schedule 1 and submit the report to Treasury (for

Treasury's approval) and the Chair of the Council within six months after the project is completed pursuant to 42 U.S.C. §§ 1397n-4(e)(1).

3. Prior Approvals.

- a. Recipient shall obtain the express written approval of Treasury prior to making any changes to the following:
  - i. The Independent Evaluator (including principal staff),
  - ii. The terms of the Independent Evaluator Grant Agreement or the Independent Evaluator Contract;
  - iii. The Period of Performance; or
  - iv. Revisions of budget and program plans as specified in 2 C.F.R. § 200.308.
- b. 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 Treasury.
- c. Treasury 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 other changes that affect the ability of Recipient to perform under the award shall not impose any requirement on Treasury to approve any changes requested by Recipient.

4. Subawards. Recipient is not permitted to make subawards under this award as defined by 2 C.F.R. § 200.1.

5. Cost Sharing. Cost sharing or matching funds, as defined in the Uniform Guidance, are not required, and the financial contributions from Recipient or any investors for costs associated with procuring the services of an independent evaluator are not characterized as cost sharing or matching funds.

6. Compliance with Applicable Law and Requirements.

- a. Recipient agrees to comply with the requirements of the Act, the terms and conditions of this grant agreement, the requirements of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 48 C.F.R. Part 31 (Contract Cost Principles and Procedures), as applicable, representations made in the Assurances and Certifications, and all other applicable Executive Orders, Federal statutes, and regulations.
- b. Recipient agrees to ensure that the Independent Evaluator submits the required progress reports, outcome payment reports, and final reports to Treasury and the Chair of the Federal Interagency Council on Social Impact Partnerships pursuant to 42 U.S.C. §§ 1397n-4(d) and (e) and that the Independent Evaluator develops and produces these reports in a format that is accessible and complies with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). Specifically, these reports will be published on the public website of the Federal Interagency Council on Social Impact Partnerships in accordance with 42 U.S.C. § 1397n-10(4) and the reports should be created and provided in PDF fully tagged format. For more information on section 508 accessibility requirements, consult <https://www.section508.gov/>. Reports shall include all content specified in sections F.5.b and F.5.c of the NOFA.

- c. Recipients must submit quarterly performance progress reports to Treasury that describe project activities during the reporting period to assist Treasury in monitoring and tracking performance of your award pursuant to 2 C.F.R. § 200.329(c)(1).
- d. 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 law, regulations, and with all requirements of 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 Nonprocurement Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, and 31 C.F.R. Part 19.
  - ii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - 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, but not limited to, 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 disability under any program or activity receiving federal financial 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. Title II of 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.
- e. 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.

## 7. Financial Reports.

- a. During the Period of Performance, Recipient must submit a “Federal Financial Report” using Standard Form 425 (SF-425) found at <https://www.grants.gov/web/grants/forms/post->

[award-reportingforms.html](#) on an annual basis for the period ending December 31 pursuant to 2 C.F.R. § 200.328. The report is due no later than 30 days following the end of the reporting period.

- b. Recipient must submit all financial reports to Treasury, unless otherwise specified by Treasury in writing.

8. 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 Treasury 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 Treasury and the Treasury Office of 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 Treasury and the Treasury Office of Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

9. 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 must include in its contract with the Independent Evaluator a requirement that it must retain all records in compliance with 2 C.F.R. § 200.334.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Mandatory Disclosure. Recipient must timely disclose in writing to Treasury, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term

and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339.

12. Conflict of Interest. Recipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Recipient must disclose in writing to Treasury, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.
13. 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. Specifically, Recipient must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.
14. Procurement.
  - a. Prior to expending award funds for the procurement of an item (or group of items) or service in excess of \$250,000, Recipient must follow the requirements in 2 C.F.R. § 200.319.
  - b. Prior to expending award funds for the procurement of an item (or group of items) or service in excess of \$250,000 using a noncompetitive procurement process, Recipient must provide a written sole source justification to Treasury for approval prior to obligating, expending, or drawing down award funds for that item or service pursuant to 2 C.F.R. § 200.325(b)(2).
15. Access to Records and Recipient's Sites.
  - a. Treasury, the Treasury 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.
  - b. Recipient must include in its contract with the Independent Evaluator a requirement that it make available to Treasury, the Treasury 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.
  - c. Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of Recipient and contractors corresponding to the duration of their records retention obligation for this award.
16. Award Disbursement.
  - a. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award.

- b. To the extent available, Recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
- c. 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,” and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
- d. Requirements applicable to recipients that are not states: Recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by Recipient. Advance payments to Recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of Recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by a county or other local government for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure.
- e. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. Recipient must make timely payment to its contractors in accordance with the contract provisions.
- f. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. Recipient is not required to maintain a separate depository account for receiving award funds. If Recipient maintains a single depository account where advances are commingled with funds from other sources, Recipient must maintain on its books a separate subaccount for the award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, Recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
- g. Recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
  - i. Recipient receives less than \$250,000 in federal awards per year;
  - ii. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
  - iii. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
- h. On an annual basis, Recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Interest amounts up to \$500 per year may be retained by Recipient and used for administrative costs.

17. Remedies for Noncompliance.

- a. If Treasury determines that Recipient has failed to comply with the applicable requirements of SIPPPRA, these General Award Terms and Conditions, or any Special Award Conditions, Treasury may take any of the actions provided for in 2 C.F.R. § 200.339.

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

#### 18. Termination.

- a. Treasury may terminate this award in accordance with 2 C.F.R. § 200.340.
- b. 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.
- c. If this award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and 2 C.F.R. Part 180.

#### 19. Amendments.

- a. Treasury reserves the right to amend the terms of the award if required by federal law or regulation.
- b. Recipient must submit any requests for amendments in writing to Treasury and must include an explanation for the reason this award should be amended.

#### 20. Debts Owed the Federal Government.

- a. Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, 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 Treasury'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. Treasury will refer any delinquent debt to Treasury's Bureau of the Fiscal Service for debt collection services in accordance with applicable law.

- 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 at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury'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 Treasury.
- 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.

21. Research Involving Human Subjects. Recipient shall notify Treasury prior to engaging in any research that involves human subjects and agrees to comply with the provisions of the U.S. Department of Health and Human Services' regulations regarding the protection of human subjects, 45 C.F.R. Part 46 in performing any such research.

22. Disclaimer Provisions.

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

23. Copyright. If applicable, Recipient may copyright any work (e.g., reports) that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). Treasury reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Publications developed with award funds and published as a Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

24. Publications. If applicable, any 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 [XXXX-XXX] awarded to [name of Recipient] by the U.S. Department of the Treasury 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 U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), the U.S. Department of the Treasury. Rather, the references are illustrations to supplement discussion of the issues.”

25. 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 Treasury 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.

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

27. 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.

28. 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.

29. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 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.

30. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), 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.