Agreement #: 24-MCSC-MACFC-10

# Grant Agreement Between Michigan Department of Labor and Economic Opportunity hereinafter referred to as the "Department" and City of Ann Arbor 301 E. Huron St. Ann Arbor, MI 48104

#### hereinafter referred to as the "Grantee"

#### Part I

I. Period of Agreement: This Subrecipient Grant Agreement will commence on September 1, 2024 and continue through August 31, 2025. No activity will be performed and no costs to the state or cost share will be incurred prior to the effective date of the Agreement. Throughout the Agreement, the effective date September 1, 2024, shall be referred to as the begin date. This Agreement is in full force and effect for the period specified.

#### **II. Program Budget and Agreement Amount**

#### A. Agreement Amount

The total amount of this Agreement is \$671,492.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$248,653.00.

The Agreement is designated as: Not a research and development project.

#### B. Equipment Purchases and Title

Any subrecipient equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies in 2 CFR 200.1. The subrecipient must utilize any item meeting the definition of equipment for federal purposes as long as needed for such, regardless of the fair market value of the item. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

#### **Subrecipient Information**

Subrecipient Name	City of Ann Arbor	
Amount of Subaward	\$248,653.00	
Subaward Period Performance Start & End Date	9/1/24 - 8/31/25	
Subaward Budget Period Start & End date	9/1/24 - 8/31/25	
Unique Entity Identifier	R9C4BRD4M7L9	
SIGMA Vendor ID CV#	CV0047636	

#### Federal and State Information Regarding Origin of the Grant

Name of Federal Awarding Agency	AmeriCorps/Corporation for National and
	Community Service
Name of Pass-through Entity	Michigan Community Service Commission
	(MCSC)/Michigan Department of Labor and
	Economic Opportunity (MDLEO)
Contact Information for Awarding Official of	Ginna Holmes, MCSC Executive Director.
Pass-through Entity	holmesv@michigan.gov
	Gregory Rivet, Director LEO-
	DirectorOffice@michigan.gov
Total amount of Federal Funds Obligated and	\$477,713.00
committed to the subrecipient by the pass-	
through entity including the current financial	
obligations	
Indirect cost rate for the Federal award	MDLEO: Indirect Cost Rate: 4.12%
(including if the de minimis rate is charged).	
Federal Award Identification Number	24ACCMI001
(FAIN)	
Federal Award Date	8/1/2024
Assistance Listing Number	94.006

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

The purpose of this award is for the MCSC to subgrant AmeriCorps competitive and formula federal funds to Michigan AmeriCorps community organizations to carry out a national service program as authorized by the National and Community Service Act of 1990, as amendment (42 U.S.C. 12501 et seq.) with this mission: To improve lives, strengthen communities, and foster civic engagement through service and volunteering.

<u>III. Purpose</u>: The focus of this AmeriCorps program is for AmeriCorps members to build local capacity while supporting neighborhood-focused decarbonization and resilience-building initiatives in Ann Arbor.

#### IV. Statement of Work:

The Subrecipient agrees to undertake, perform, and complete the activities described in Attachment A, which is part of this Agreement.

#### V. Financial Requirements:

The financial requirements shall be followed as described in Part II and Attachments B, budget, which are part of this Agreement.

#### VI. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this Agreement.

#### VII. General Provisions:

The Subrecipient agrees to comply with the General Provisions as described in Part II and which are part of this Agreement.

#### **VIII.** Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Carole Rush-Witt Grants Administrator rushwittc@michigan.gov (517) 241-3866

Name Title Email Address Telephone No.

#### IX. Subrecipient Financial Contact for the Agreement:

The financial contact acting on behalf of the Subrecipient for this Agreement is:

Kim Hoenerhoff Khoenerhoff@a2gov.org

Name Email Address

#### X. Specific Conditions:

- **A.** This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Subrecipient.
- **B.** This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- **C.** The Department will not assume any responsibility or liability for costs incurred by the Subrecipient prior to the begin date of this Agreement.

- **D.** The Subrecipient is required by 2004 PA 533 to receive payments by electronic funds transfer.
- **E.** The Subrecipient is required to use the award in accordance with Federal Statutes, regulations, and the T & Cs of the Federal award.

#### XI. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Subrecipient.

# XII. Signature Section: For the Subrecipient City of Ann Arbor

Signature of Director or Authorized Designee

Print Name, Title and Date

#### For the MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY

Signature of Director or Authorized Designee

Gregory Rivet, Director Department of Labor and Economic Opportunity

Print Name, Title and Date

### Part II General Provisions

#### I. Responsibilities - Subrecipient

The Subrecipient, in accordance with the general purposes and objectives of this Agreement shall:

#### A. Publication Rights

- News Releases News releases pertaining to this agreement of the services, study, data, or project to which it relates will not be made without prior written Departmental approval, and then only in accordance with the explicit written instructions from the Department.
- 2. Publication—The Subrecipient will not use, release, or publish any analyses, findings, results, or techniques developed under this agreement, or any information derived therefrom until such analysis, findings, or techniques have been reported to the Department in the manner prescribed by this agreement and have become public domain. These analyses, findings, or techniques will be considered in the public domain when: 1) they are submitted to the Department and receive positive action; 2) they are formally accepted by the Department; or 3) ninety (90) days elapse after submission to the Department, whichever of the three may occur first. No material may be published which is exempt from disclosure under 1976 PA 442, MCL15.231 et seg, MSA 4.1801 (1) et seg, known as the "Freedom of Information Act," without express permission from the Department. The Subrecipient will provide the Department, for its review, copies of all presentations or articles being submitted for publication at least thirty (30) days in advance. The Subrecipient will provide to the Department a nonexclusive, royalty-free, irrevocable world-wide license to use the data, reports, copyrightable works, and other information for the Department's governmental purposes.
- 3. Acknowledgement of Department Participation/Support—All publications or oral presentations concerning the analyses, findings, results, or techniques developed under this agreement will contain an acknowledgment of the Department's participation and support, unless the Department requests in writing that their participation and support not be acknowledged. Furthermore, the Subrecipient may not receive fees for any article in excess of the costs of preparation of published articles and excluding the cost of the research and compilation, which was compensated under this agreement.
- **4.** Any modifications to copyrighted materials bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

#### B. Fees

- 1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee will deduct the source before reporting expenditures.
- **2.** Make reasonable efforts to collect 1<sup>st</sup> and 3<sup>rd</sup> party fees, where applicable, and report those collections on the Statement of Expenditures Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

#### C. Subrecipient Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Subrecipient must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

Any state government who is a subrecipient must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, state government subrecipients and other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also 2 CFR 200.450.

The financial management system of each non-Federal entity must provide for the following (see also 2 CFR 200.334, 200.335, 200.336, and 200.337).

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system.

This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

- (3) Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR 200.303.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to implement the requirements of 2 CFR 200.305.
- (7) Written procedures for determining the allowability of costs in accordance with 2 CFR 200, subpart E and the terms and conditions of this award.

#### D. Reporting

Utilize all report forms and reporting formats required by the Department at the begin date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

#### E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Subrecipient must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than three years. If an audit is started, records must be maintained until the closure of the audit, claims or investigation. This section applies to the Subrecipient, any parent, affiliate, or subsidiary organization of the Subrecipient and any subcontractor that performs activities in connection with this Agreement.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other

record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- (2) *If not submitted for* plan, or other computation.

#### F. <u>Authorized Access</u>

1. Permit within 2 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and financial statements, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section even if there are no negative disclosures in the audit report are not limited to the required retention period. The rights of access will last as long as the records are retained.

#### G. Audits

1. This section only applies Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Subrecipient's grant records to Recipients designated as subrecipients by the Department (see Part I, Section II.A.).

#### 1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit and is applicable to for-profit Subrecipient that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Subrecipient must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

#### a. Single Audit

Subrecipients that are a state, local, or tribal government, non-profit organization, or institution of higher education that expend \$750,000 or more in federal awards during the Subrecipient's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

**b.** Financial-Related or Single Audit (For-Profit Organizations)
Subrecipient that are for-profit organizations that expend \$750,000 or more in federal awards during the Subrecipient's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

#### c. Audit Exemption Notice

Subrecipient exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available on request. Please send to Allen Williams at williamsa6@michigan.gov.

#### 2. Financial Statement Audit

Subrecipient(s) exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Subrecipient must also submit a corrective action plan for any audit findings that impact the Department funded programs.

#### 3. Due Date and Where to Send

Submit the required audit and any other required information (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice to the Department within nine months after the end of the Subrecipient fiscal year by e-mail to <a href="Leo-miamericorps@michigan.gov">Leo-miamericorps@michigan.gov</a>. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

#### 4. Penalty

#### a. Delinquent Single Audit or Financial Related Audit

If the Subrecipient does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) earlier of nine months after the end of the fiscal year or 30 days after the report is issued by the audit firm as contained in 2 CFR 200.339.

#### **b.** Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Subrecipient an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

#### **5.** Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

#### H. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

#### I. <u>Software Compliance</u>

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Subrecipient's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

#### J. <u>Mandatory Disclosures</u>

- 1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Subrecipient, a subcontractor or an officer or director of Subrecipient or subcontract, or that arises during the term of this Agreement that potentially affects this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;

- e. A civil Proceeding involving;
  - i. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
  - ii. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Subrecipient is required to possess in order to perform under this Agreement.
- Notify the Department, at least 90 calendar days before the effective date, of a change in Subrecipient's ownership or executive management that potentially affects this Agreement.

#### K. <u>Statement of Work Progress Reports</u>

Submit Progress reports as outlined in the Statement of Work or Performance/Progress Report Requirements.

#### L. Conflict of Interest and Code of Conduct Standards

- **1.** Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and is prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - **b.** Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - **c.** Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
  - **d.** Paying or agreeing to pay any person, other than employees and consultants working for Subrecipients, any consideration contingent upon the award of this Agreement.
- **3.** Immediately notify the Department of any violation or potential violation of these standards. This section applies to Subrecipient, any parent, affiliate or subsidiary organization of Subrecipient, and any subcontractor that performs activities in connection with this Agreement.

#### M. Travel Costs

- **1.** Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
  - a. If the Subrecipient has a documented policy related to travel reimbursement for employees and if the Subrecipient follows that documented policy, the Department will reimburse the Subrecipient for travel costs at the Subrecipient's documented reimbursement rate for employees.
  - **b.** Otherwise, the State of Michigan travel reimbursement rate applies. State of Michigan travel rates may be found at the following website: <a href="https://www.michigan.gov/dtmb/0,5552,7-358-82548\_13132---,00.html">https://www.michigan.gov/dtmb/0,5552,7-358-82548\_13132---,00.html</a>
  - **c.** Out of state and international travel must be preapproved by the Department and itemized in the budget.

#### N. Federal Funding Accountability and Transparency Act (FFATA)

- 1. Complete the FFATA Executive Compensation report if:
  - **a.** The Subrecipient's federal revenue was 80% or more of the Subrecipient's annual gross revenue.
  - **b.** Subrecipient's gross revenue from federal awards was \$25,000,000 or more; AND The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

#### O. <u>Insurance Requirements</u>

- 1. Maintain a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or selfinsurance must:
  - **a.** Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance.
  - **b.** Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
  - **c.** Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

#### 2. Insurance Types

- **a.** Under 2 CFR 200.310 subrecipients must have equivalent levels of insurance for real property and equipment purchased with federal and non-federal funds.
- b. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both 2010 07 04 and CG 2037 07 04. If the Subrecipient will interact with children, schools, or the cognitively impaired, the Subrecipient must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
- **c.** Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- d. Employers Liability Insurance or Governmental Self-Insurance.
- e. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability
- **3.** Require that subrecipients maintain the required insurances contained in this Section.
- **4.** This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the subrecipient from any obligations under this Agreement.
- **5.** Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

#### P. Criminal Background Check

The National Service Criminal History Check (NSCHC) process has been written into law to protect the beneficiaries of national service, including the service recipient and those providing services. The rule that governs the execution of NSCHC screenings can be found in the <a href="CFR 2540.201">CFR 2540.201</a> – <a href="CFR 2540.207">CFR 2540.207</a>. The language contained in the CFR is the foundation of the criminal history check policies and procedures instituted by AmeriCorps the Agency.

While many organizations perform background checks, it is unlikely that an organization's standard background check process and policy would comply with the NSCHC requirements delineated in the CFR. Any staff or volunteer who is supported with payment or is used as match will be required to complete the NSCHC process. Please discuss your procedure with the MCSC Program Officer/Coordinator to ensure you are meeting the federal requirements. Failure to align with these standards could result in a disallowance of grant funds.

#### II. Responsibilities – Department

The Department in accordance with the general purposes and objectives of this Agreement will:

#### A. Report Forms

Provide any report forms and reporting formats required by the Department at the begin date of this Agreement and provide to the Subrecipient any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Subrecipient an opportunity to review and offer comment.

#### III. <u>Assurances</u>

The following assurances are hereby given to the Department:

#### i. Compliance with Applicable Laws

The Subrecipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Subrecipient will also comply with all applicable general administrative requirements, such as 200, covering cost principles, other grant/agreement requirements and audits, in carrying out the terms of this Agreement. The Subrecipient will comply with all applicable requirements in the original grant awarded to the Department. The Department may determine that the Subrecipient has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part II, Section V.

#### ii. Anti-Lobbying Act

The Subrecipient will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 *et seq.*) and Section 503 of the Departments of Labor, Health and Human Activities, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (PL 104-208). Further, the Subrecipient shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### iii. Non-Discrimination

- 1. The Subrecipient must comply with the Department's non-discrimination statement: The Michigan Department of Labor and Economic Opportunity will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
- 2. The Subrecipient will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
  - **a.** Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin:
  - **b.** Title IX of the Education Amendments of 1972, as amended (20 USC 1681- 1683, 1685-1686), which prohibits discrimination on the basis of sex;
  - **c.** Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination on the basis of disabilities;
  - **d.** The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Activity Act of 1944 (42 USC 290(dd-3) and 290(ee-3)), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- **h.** Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Subrecipient shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

#### A. <u>Debarment and Suspension</u>

The Subrecipient will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;

- 4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and;
- **5.** Have not committed an act of so serious or compelling a nature that it affects the Subrecipient's present responsibilities.

#### B. Federal Requirement: Pro-Children Act

- 1. The Subrecipient will comply with the Pro- Children Act of 1994 (PL 103-227; 20 USC 6091 et seg.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Subrecipient also assures that this language will be included in any subawards which contain provisions for children's activities.
- 2. The Subrecipient also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Subrecipient. If activities or activities are delivered in facilities or areas that are not under the control of the Subrecipient (e.g., a mall, restaurant or private work site), the activities or activities shall be smoke-free.

#### C. Hatch Political Activity Act and Intergovernmental Personnel Act

The Subrecipient will comply with the Hatch Political Activity Act (5 USC 1501-1509, 7324-7328) and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Activity Reform Act (PL 95-454; 42 USC 4728-4763). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

#### D. National Defense Authorization Act Employee Whistleblower Protections

The Subrecipient will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections."

- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and Federal Acquisition Regulation (FAR) 3.908.
- b) The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712, as described in FAR 3.908.
- c) The Subrecipient shall insert the substance of this clause, including this paragraph
  - (c), in all subcontracts over the simplified acquisition threshold.

#### E. Clean Air Act and Federal Water Pollution Control Act

The Subrecipient will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

a) This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

#### F. Trafficking Victims Protection Act

The Subrecipient will comply with the Trafficking Victims Protection Act of 2000 (PL 106-386), as amended.

a) This Agreement and anyone working on this Agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

#### **G. Procurement of Recovered Materials**

The Subrecipient will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL115-232), as amended (only applies to states and political subdivisions of states.)

a) This Agreement and anyone working on this Agreement will be subject to section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

#### H. Contracts

For any contracted activity, activity or product, the Subrecipient will ensure:

- 1. That a written contract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Subrecipient asks the Department in writing within 30 days of execution of the Agreement.
- 2. That any executed subcontract to this Agreement shall require the contractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.
- **3.** A conflict between this Agreement and a contract, however, shall not be deemed to exist where the subcontract:
  - **a.** Contains additional non-conflicting provisions not set forth in this Agreement
  - **b.** Restates provisions of this Agreement to afford the Subrecipient the same or substantially the same rights and privileges as the Department; or
  - **c.** Requires the contractor to perform duties and/or activities in less time than that afforded the Subrecipient in this Agreement.
- **4.** That the contract does not affect the Subrecipient's accountability to the Department for the subcontracted activity.
- **5.** That any billing or request for reimbursement for contract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
- **6.** That the Subrecipient will submit a copy of the executed contract if requested by the Department.
- **7.** The procurement contract contains the mandatory provisions in 2CFR 200 appendix B, where applicable.

#### I. Procurement

Subrecipient will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and maintained in accordance with the record retention section of the subaward.

#### J. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Subrecipient under this Agreement, the Subrecipient assures that it is in compliance with requirements of HIPAA including the following:

- 1. The Subrecipient must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
- 2. The Subrecipient will ensure that any subcontractor will have the same obligations as the Subrecipient not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- **3.** The Subrecipient must only use the protected health data and information for the purposes of this Agreement.
- 4. The Subrecipient must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subrecipient's employees.
- 5. The Subrecipient must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Subrecipient becomes aware. The Subrecipient will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Subrecipient must provide the same to the Department.
- **6.** Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V.

- 7. In accordance with HIPAA requirements, the Subrecipient is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Subrecipient from the Department or any other source.
- **8.** The Subrecipient will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.
- **9.** Subrecipient will ensure Social Security Numbers are not stored in the NetCil database system.

#### K. Website Incorporation

The Department is not bound by any content on Subrecipient's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Subrecipient may not refer to the Department on the Subrecipient's website without the prior written approval of the Department.

#### L. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

#### M. Non-Disclosure of Confidential Information

1. The Subrecipient agrees that it will use confidential information solely for the purpose of this Agreement. The Subrecipient agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Subrecipient must take all reasonable precautions to safeguard the confidential information.

#### 2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- **a.** Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
- **b.** If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;

- **c.** Should reasonably be recognized as confidential information of the disclosing party;
- **d.** Is unpublished or not available to the general public; or
- **e.** Is designated by law as confidential.
- **3.** The term "confidential information" does not include any information or documentation that was:
  - **a.** Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - **b.** Already in the possession of the receiving party without an obligation of confidentiality;
  - **c.** Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - **d.** Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of the receiving party)
- **4.** The Subrecipient must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. The Subrecipient will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

#### IV. Financial Requirements

#### A. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <a href="https://www.michigan.gov/sigmavss">https://www.michigan.gov/sigmavss</a>.

#### B. Final Obligations and Financial Status Report Requirements

#### 1. Closeout Report

The closeout report stating funds received and funds expended allows subrecipient 90 days following the end of the Agreement period, including liquidating of any obligations and final drawdown of funds from LEO. The final Aggregate Federal Financial Report (AFR) for all federal funds shall be included in the closeout report.

#### C. Unobligated Funds

Any unobligated balance of funds held by the Subrecipient at the end of the Agreement period will be returned to the Department within 90 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

#### D. Administrative/Indirect Costs

The Subrecipient will be paid for administrative/indirect costs in accordance with the rates in the approved federal budget.

#### **E.** Agreement Termination

The Department may terminate this Agreement in accordance with 2 CFR 200.340 and 200.341 without further liability or penalty to the Department.

#### F. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Subrecipient with a written stop order detailing the suspension. Subrecipient must comply with the stop work order upon receipt. The Department will not pay for activities, Subrecipient's incurred expenses or financial losses, or any additional compensation during a stop work period.

#### G. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Subrecipient shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Subrecipient for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subrecipient shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Subrecipient in excess of allowable reimbursable expenditures.

#### H. <u>Severability</u>

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

#### I. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

#### J. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Subrecipient which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Subrecipient shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

#### K. <u>Liability</u>

The Subrecipient assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Subrecipient in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Subrecipient, any of its subcontractors, or anyone directly or indirectly employed by the Subrecipient.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Subrecipient or its employees by statue or court decisions. The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

#### L. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the State of Michigan.

## FY 2024 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps (AmeriCorps is the operating name for the Corporation for National Service), the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application.

The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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#### I. CHANGES FROM THE 2023 GENERAL TERMS AND CONDITIONS

- **A.** Section III.B.: Removed references to reporting to Payment Management System
- B. Section III.F.: Added link to NSCHC manual

#### II. GOVERNING AUTHORITIES

#### A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 et seq.) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 et seq.) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' implementing regulations, as applicable.

#### **B. OTHER APPLICABLE TERMS AND CONDITIONS**

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200, and the August 2020

amendments thereto are incorporated into these terms and conditions by reference.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program-Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

- 1. The Notice of Grant Award and Signature Page;
- 2. These General Terms and Conditions;
- 3. The Program-Specific Terms and Conditions;
- 4. The Notice of Funding Availability;
- 5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
- 6. Grant Certification and Assurances.

#### C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

#### III. GENERAL TERMS AND CONDITIONS

#### A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

- 1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of AmeriCorps on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to AmeriCorps.
- 2. **Subawards.** If authorized by law and permitted by AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.332 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.208, § 200.332, § 200.339, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients must also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. I.

#### **B. FINANCIAL MANAGEMENT STANDARDS**

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and

- by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
- 2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
- 3. **Cost Reporting.** Recipients will be reporting their Federal share of grant program expenditures (including indirect costs, if applicable) through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts drawn from the Payment Management System (PMS) and/or reported to eGrants. As part of closing out individual awards, recipients must ensure drawdowns reconcile to the FFR in eGrants as applicable within 120 days of the end of the project period. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. As part of its ongoing fiscal oversight of recipients, AmeriCorps may randomly select recipients to provide reports supporting their Federal cash disbursements (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.
- 4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its

records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.334-200.338 and §200.332(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

#### C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 - Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) - provides an exhaustive list of those other items requiring AmeriCorps' advance approval.

#### D. BANKRUPTCY

The recipient must notify AmeriCorps if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

#### E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of AmeriCorps funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in AmeriCorps' Program Specific Terms and Conditions and in other guidance.

#### F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. On February 24, 2021, AmeriCorps published a new NSCHC regulation that went into effect May 1, 2021. See 45 CFR §§ 2540.200-2540.207 and the NSCHC webpage for complete information and FAQs. The regulation requires recipients to conduct and document NSCHCs on specific individuals.

Refer to 45 CFR §§ 2540.200-2540.201 for the list of entities and individuals required to comply with NSCHC. The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient based on the

results of the NSCHC no later than the day before a person begins to work or serve on an NSCHC-required grant. An individual is ineligible to work or serve in a position specified in 45 CFR § 2540.201(a) if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written waiver, recipients must perform the following checks for each individual in a position specified in 45 CFR § 2540.201(a):

- A nationwide name-based search of the <u>National Sex Offender Public</u> <u>Website</u> (NSOPW); and
- 2. A name- or fingerprint-based check of the state criminal history record repository or agency-designated alternative for the person's state of residence and state where the person will serve/work; and
- 3. A fingerprint-based FBI criminal history check through the state criminal history record repository or agency-approved vendor.

One way for grant recipients or subrecipients to obtain and document the required components of the NSCHC is through the use of agency-approved vendors.

Recipients and subrecipients must retain adequate documentation that they completed all required components of the NSCHC specified in 45 CFR §§ 2540.200- 2540.207. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions including disallowance of costs. For details about cost disallowance and other enforcement actions, see the NSCHC Manual, found on the NSCHC webpage.

#### G. THE OFFICE OF INSPECTOR GENERAL

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' programs and operations.

Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include

evaluating AmeriCorps' compliance with the Payment Integrity Information Act of 2019, which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit, or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

#### H. RECOGNITION OF AMERICORPS SUPPORT

1. General Statement. Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects, or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund, simply "volunteers."

2. **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which recipients and subrecipients should refer and follow. The brand guidelines are available at Communication resources | AmeriCorps.

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Logo graphics should be embedded with a link back to the AmeriCorps.gov home page (referral link) or to an AmeriCorps program- specific web page at AmeriCorps.gov. Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

3. Acknowledgement and Disclaimer on Published Materials. The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

This material is based upon work supported by AmeriCorps under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

4. **Brand Identification through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate.

When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized - including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels - individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.

- 5. Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission. Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
- 6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

#### I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG and their Portfolio Manager without delay when they first suspect:

- 1. Any criminal activity or violations of law has occurred, such as:
  - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including AmeriCorps personnel, grantees, or contractors—even if no federal funds or property was involved;
  - Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations;
  - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
  - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
  - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
  - Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.

#### 2. Fraud, waste, or abuse.

- Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
- Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached via a <u>web-based hotline portal</u> or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

#### J. WHISTLEBLOWER PROTECTION

- 1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, 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 award.
- 3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <a href="https://www.whistleblower.nights.nd">Whistleblower.nights.nd</a> Protections AmeriCorps (americorpsoig.gov).

#### K. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

#### L. AWARD MONITORING

- 1. **Monitoring Activities.** AmeriCorps may conduct on-site or remote monitoring activities to review and evaluate recipient records, accomplishments, organizational procedures, and financial control systems; to make verifications of recipient compliance with the terms of the award; to conduct interviews; to identify any practice or procedure that may require further scrutiny; and to provide technical assistance.
- 2. Responding to information requests. Pursuant to 2 CFR 200.337, AmeriCorps may request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Payment Integrity Information Act of 2019. Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.

#### M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion

Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Recipients and subrecipients must also prominently post and make program participants aware of AmeriCorps' Program Civil Rights and Non-Harassment Policy which is reissued annually and available at AmeriCorps.gov.

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- 2. Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons. Pursuant to Executive Order (EO) 13166 Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
- 3. **Records and Compliance Information.** The recipient must keep records and make available to AmeriCorps timely, complete, and accurate compliance information to allow AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.334200.338 and § 200.331(a)(5).

4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance. The recipient and subrecipients must cooperate when contacted regarding investigations into allegations of discrimination including, but not limited, to providing requested documentation and making relevant officials available to provide information and/or statements.

#### N. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving AmeriCorps funds included, shall clearly state—(1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### O. AWARD PRODUCTS

- 1. **Sharing Award Products**. To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
- 2. Acknowledgment of Support. Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate AmeriCorps logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

"This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service, under Grant No(s). []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps program]."

#### P. SUSPENSION OR TERMINATION OF AWARD

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200. 200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

#### Q. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

- 1. Provisions applicable to a recipient that is a private entity.
  - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
    - (1) Violates a prohibition in paragraph (a.) of this award term; or
    - (2) Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either: (A.) Associated with performance under this award; or (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180,

"OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.

- 2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity
  - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is -
    - (1) Associated with performance under this award; or
    - (2) Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government- wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.
- 3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:

- a. "Employee" means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
  - (2) Includes:
    - (i) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - (ii) A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

## R. SYSTEM FOR AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for System for Award Management (SAM) Registration: Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your SAM registration information until you submit the final financial report required under this

award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Additionally, recipients' legal applicant name and physical address in eGrants must align exactly to the information in their SAM registration.

- 2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
  - a. Must have a Unique Entity Identifier
  - b. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
  - c. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
- 3. Definitions. For purposes of this award term:
  - a. System for Award Management (SAM) means the Federal repository for standard information about applicants and recipients. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov/content/Home).
  - b. Unique Entity Identifier (UEI) is the universal identifier for Federal financial assistance applicants, as well as recipients and their direct subrecipients. It is generated by SAM.
  - c. Subaward:
    - (1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - (2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
    - (3) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- d. Subrecipient means an entity that:
  - (1) Receives a subaward from you under this award; and
  - (2) Is accountable to you for the use of the Federal funds provided by the subaward.

## S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 or More)

Reporting Subawards and Executive Compensation:

- 1. Reporting of first-tier subawards.
  - a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
  - b. Where and when to report.
    - (1) You must report each obligating action described in paragraph 1.a. of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.
    - (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7th in a given year, the obligation must be reported by no later than the end of December.)
  - c. What to report.
    - (1) You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.
- 2. Reporting Total Compensation of Recipient Executives.
  - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- (1) The total Federal funding authorized to date under this award is \$30,000 or more;
- (2) In the preceding fiscal year, you received-
  - (i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
  - (1) As part of your registration profile <a href="https://www.sam.gov/content/Home">https://www.sam.gov/content/Home</a> by the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
  - a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- (1) In the subrecipient's preceding fiscal year, the subrecipient received—
  - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
- (2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
  - (1) To the recipient.
  - (2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subawards, and

- b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions. For purposes of this award term:
  - a. Entity means all of the following, as defined in 2 CFR Part 25:
    - (1) A Governmental organization, which is a State, local government, or Indian tribe;
    - (2) A foreign public entity;
    - (3) A domestic or foreign nonprofit organization;
    - (4) A domestic or foreign for-profit organization;
    - (5) A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
  - b. Executive means officers, managing partners, or any other employees in management positions.
  - c. Subaward:
    - (1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - (2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
    - (3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  - d. Subrecipient means an entity that:
    - (1) Receives a subaward from you (the recipient) under this award; and
    - (2) Is accountable to you for the use of the Federal funds provided by the subaward.

- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
  - (1) Salary and bonus.
  - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### T. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your AmeriCorps Portfolio Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The AmeriCorps conflict of interest policies apply to subawards as well as contracts, and are as follows:

 As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

- 2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

# U. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report.

- a. Submit the information required about each proceeding that:
- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant.
  - It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### V. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information (PII). OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII and notify the Federal awarding agency in the event of a breach.

If your AmeriCorps grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

#### IV. Program Civil Rights and Non-Harassment Policy.

## **PART I - FACE SHEET**

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION:		
Modified Standard Form 424 (Rev.02/07 to conf	irm to the Corporation's eGrants System	m)	Application X Nor	-Construction
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE: 14-DEC-23		STATE APPLICATION	IDENTIFIER:
2b. APPLICATION ID: 24AC261191	4. DATE RECEIVED BY FEDERAL AGE	ENCY:	FEDERAL IDENTIFIER: 21ACCMI0010015	
5. APPLICATION INFORMATION				
LEGAL NAME: CITY OF ANN ARBOR UEI NUMBER: R9C4BRD4M7L9			CONTACTED ON MATTE	OR PROJECT DIRECTOR OR OTHER ERS INVOLVING THIS APPLICATION (give
ADDRESS (give street address, city, state, zip of 301 E Huron St Ann Arbor MI 48104 - 1908 County: Washtenaw	ode and county):	TELEPHONE NUM FAX NUMBER: INTERNET E-MAIL		0 43733 n@a2gov.org
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 386004534		7. TYPE OF APPL 7a. Local Govern 7b. Local Govern	nment - Municipal	
8. TYPE OF APPLICATION (Check appropriate box).  NEW NEW/PREVIOUS GRANTEE  X CONTINUATION AMENDMENT  If Amendment, enter appropriate letter(s) in box(es):  A. AUGMENTATION B. BUDGET REVISION  C. NO COST EXTENSION D. OTHER (specify below):				
		9. NAME OF FED Corporation		and Community Service
10a. CATALOG OF FEDERAL DOMESTIC ASSIST 10b. TITLE: AmeriCorps State      12. AREAS AFFECTED BY PROJECT (List Cities,		Climate Corps	'E TITLE OF APPLICANT in Ann Arbor GRAM INITIATIVE (IF AN	
City of Ann Arbor, MI				
13. PROPOSED PROJECT: START DATE: 09/0	1/24 END DATE: 08/31/25	14. CONGRESSIC	DNAL DISTRICT OF:	a.Applicant MI 06 b.Program MI 06
15. ESTIMATED FUNDING: Year #: 2		16. IS APPLICATION ORDER 12372 PR		W BY STATE EXECUTIVE
a. FEDERAL b. APPLICANT	\$ 248,653.00 \$ 422,839.00	YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE     TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR		
c. STATE	\$ 0.00	REVIEW DATE:	V ON:	
d. LOCAL	\$ 0.00	l	AM IS NOT COVERED E	3Y E.O. 12372
e. OTHER	\$ 0.00			
f. PROGRAM INCOME	\$ 0.00		CANT DELINQUENT ON ES if "Yes," attach an	
g. TOTAL  18. TO THE BEST OF MY KNOWLEDGE AND BEI DULY AUTHORIZED BY THE GOVERNING BODY IS AWARDED.		PREAPPLICATION A	ARE TRUE AND CORRE	CT, THE DOCUMENT HAS BEEN
a. TYPED NAME OF AUTHORIZED REPRESENTA Margaret Halpern	TIVE: b. TITLE:			c. TELEPHONE NUMBER: (734) 794-6000 43733
d. SIGNATURE OF AUTHORIZED REPRESENTAT	TIVE:			e. DATE SIGNED: 12/07/23

#### **Executive Summary**

The City of Ann Arbor will have 10 AmeriCorps members who will build local capacity while supporting neighborhood-focused decarbonization and resilience-building initiatives in Ann Arbor. At the end of the first program year, the AmeriCorps members will be responsible for educating 1,000 individuals, with 700 individuals committing to engage in city decarbonization programs and 500 individuals committing to take an action to reduce climate pollution in their homes (as evidenced from pre and post-survey results), and improving stewardship of 150 acres of public land in underserved neighborhoods. In addition, the AmeriCorps members will leverage 20 volunteers, who will support community outreach, decarbonization assessments, and stewardship. The AmeriCorps investment will be matched with \$428,072 in local funding.

#### Rationale and Approach/Program Design

The Need: Climate change is having immediate and significant impacts on Ann Arbor - from a 44% increase in annual precipitation which is causing massive amounts of flooding, to extreme temperature changes and prolonged heat waves which are destroying infrastructure and causing severe public health impacts [Ann Arbor, 2019]. Considering this and the global imperative to deeply and urgently reduce global greenhouse gas emissions [Science, 2019], in November 2019, Ann Arbor City Council unanimously adopted the goal of community-wide carbon neutrality in a just and equitable way by the year 2030 [MLive, 2019]. Seven months later, the City Council unanimously adopted the plan to achieve that goal, known as A2ZERO [MLive, 2020].

A2ZERO lays out seven strategies and 44 actions that are necessary to achieve a just transition to community-wide carbon neutrality, with many actions focused on the residential sector given this sector contributes over ¼ of Ann Arbor's total greenhouse gas emissions [Ann Arbor, 2020]. With over 50,000 housing units, engaging a majority, let alone all Ann Arborites in climate action is a herculean task. And engaging folk simply is not enough -- we need to support them in acting. To get residents to do this at a scale that demonstrably reduces greenhouse gas emissions and increases resilience, time must be spent educating, engaging with, and helping individuals understand their unique opportunities to improve comfort, enhance health and safety, reduce energy bills, enhance resilience, and address the climate crisis.

The Intervention: Equitably addressing the climate crisis by 2030 requires significant education, engagement, and capacity building. But local governments are notoriously terrible at designing, executing, and evaluating meaningful public education and engagement campaigns...despite our best

efforts. That's why we propose using Members to educate residents deeply and regularly about the strategic opportunities they have to save money and address the climate crisis. This will be done by turning the Members into an educational brigade that knocks on residents' doors, hosts events in neighborhoods, teaches folk about individual and collective climate action, helps support natural systems and neighborhood stewardship, and directs residents to resources and support services so that they become part of the local climate movement. This education is necessary and currently lacking across the entirety of the city, and where it exists is largely in affluent, predominately white households. To equitably address the climate crisis, all Ann Arborites, especially Black, Indigenous, and People of Color need to be centered and provided opportunities to reap the multitude of benefits associated with climate action.

That is why we propose leveraging the passion of 10 AmeriCorps Members to support two critical prongs of local climate action: 1) community education; and 2) natural areas stewardship. Each of these interventions will begin in frontline and fenceline neighborhoods in Ann Arbor, areas that are disproportionately impacted by climate change and have lower access to market-based opportunities to lower energy consumption, improve indoor health, safety, and comfort, and enhance the natural systems in their neighborhoods. The CDC Social Vulnerability Index, in addition to the Washtenaw County Opportunity Index and Headwaters Economics Neighborhoods at Risk mapping tool will be used to identify target geographies for education, given the clear overlap of these tools with the goals of equitable decarbonization. Through work in these target areas, the Members will get 700 individual residents to commit to engaging in city decarbonization programs and 500 individuals committing to take an action to reduce climate pollution in their homes, all while improving 150 acres of natural systems in vulnerable communities through increased stewardship. By doing this, the members will collectively set the city on a pathway to reduce long-term emissions by 10% from a 2019 baseline and significantly lower flooding risk in vulnerable areas. These output and outcomes targets were established by analyzing what was needed to scale this intervention to the whole City as well as what was feasibly achievable in a one-year period.

COMMUNITY EDUCATION: Members will conduct 2 types of sustained education activities -General Education and Decarbonization Assessments that lead to individuals making new
commitments to sustainability-related action while also demonstrating new knowledge about climate
impacts and opportunities in Ann Arbor. Both types of educational activities will be centered in
frontline and fenceline communities, starting in the Bryant neighborhood of Ann Arbor and
Affordable Housing Commission sites, where most residents live below the federal poverty level. A

community education strategy will be developed to guide both types of activities, however, this strategy will be iterative, leaving space for real-time adjustments as needed.

General Educational activities will focus on providing residents with new knowledge and information about local climate impacts, plans, and actions they can be taken in their own lives to address the climate crisis (and receive a multitude of co-benefits). General Educational activities will include the creation of flyers, mailers, leave-behind handouts, slide decks, stump speeches, interactive games, and general talking points. These different educational pieces will be delivered, as appropriate, through door knocking in frontline neighborhoods, tabling at the Ann Arbor Farmers Market, co-hosting neighborhood block parties, at city-focused events, at events hosted by A2ZERO Collaborating organizations, and in partnership with the Freeman Environmental Education Center which engages students in K-12. Every week there will be at least 3 general educational activities the Members undertake with a dosage of 8.5 hours/person for setup and delivery of programming.

Decarbonization Assessment Education will focus on getting residents to sign-up for a free A2ZERO Decarbonization Assessment. This assessment was designed by the residents of Bryant, a frontline neighborhood in Ann Arbor where 75% of the residents live below the federal poverty level, to holistically identify opportunities for improving health, safety, indoor air quality, comfort, and addressing the climate crisis. Members will be trained on the assessment so that they are able to discuss its value with residents. Members will then engage in one-on-one conversations with residents through door knocking, tabling at neighborhood events, and through partnerships with community-based organizations where Members spend time at trusted community sites. During these engagements, Members will educate residents about the Decarbonization Assessment and will register interested residents to receive the free assessment. Members will also be available to meet with residents to discuss the results of the Decarbonization Assessment, helping point residents to programs, rebates, and incentives available across the federal, state, and local levels to make identified improvements. In this way, the Members will be educating and supporting residents with identifying and implementing their most appropriate decarbonization solutions. The dosage for decarbonization education is 12.75 hours per person for setup and delivery of assessments.

Community education outcomes will be measured in 2 ways. General Educational program outcomes will be measured through the administration of a short pre-and post-educational survey delivered when a Member first starts engaging with a resident and at the end of that engagement. The survey will assess the level of knowledge resident's have regarding A2ZERO and of the City's climate programs. The survey will also assess how likely residents are to engage in a City climate program

before and after the Member educational interaction. Decarbonization Assessment outcomes will be evaluated using a resident survey measuring the likelihood that residents would take actions to improve the sustainability of their homes before administration of a Decarbonization Assessment compared to willingness to act after receiving the Assessment results. In this way, we will be able to gather real-time information on how effective Member education activities are and make adjustments to maximize their impact. Approximately 60% of the Members' time will be spent on educational activities.

STEWARDSHIP: The second intervention is natural areas stewardship. Through this activity Members will participate in invasive species removal, prescribed fire burns, trail construction, tree plantings, activities to manage stormwater runoff, native species propagation, and other activities to restore and maintain natural systems in highly vulnerable neighborhoods of the City, including frontline neighborhoods, areas prone to flooding, and areas with a high preponderance of invasive species. This work will be coordinated by the Office of Sustainability and Innovations and the City's Natural Area Preservation unit. This activity gives Members a chance to combine the human and physical infrastructure work done in the Educational tasks above with natural systems management - providing a holistic and well-rounded approach to local climate action and resilience building. 10% of Members' time will be spent on this task, which will lead to 150 acres of stewarded land. This equates to a dosage of 11.3 hours per acre treated.

OUTCOMES. In the short-term, this project will lead to: 1) 700 of individuals demonstrating an increased intention to engaging in climate action; 2) 500 individuals completing the free A2ZERO assessment and committing to take an action to reduce climate pollution in their homes; and 3) 150 acres of public land in underserved neighborhoods in full stewardship. Over the medium-term, the Members interventions will result in a 10% annual increase in zero carbon and electrification equipment (e.g., heat pumps, electric hot water heaters, solar panels, battery storage systems) installed from a 2022 baseline, and a 10% increase in the carbon sequestration of actively managed natural lands from a 2022 baseline. Over the long-term, Ann Arbor is on track for a 10% reduction in annual greenhouse gas emissions through building decarbonization, individual behavior change, and increased carbon sequestration on public lands. And, community members, particularly frontline community members, are more actively engaged in climate efforts, thereby fostering greater community well-being, preparedness, and long-term quality of life improvements for Ann Arbor and Michigan as a whole. These outputs and outcomes align with National Performance Measures EN3, EN3.2, EN4, and EN4.1.

EVIDENCE BASE. As this is a new AmeriCorps program and we are developing a new intervention, this program falls into the pre-preliminary level of evidence. As designed, the program focused on two areas that have a strong historical evidence base in the AmeriCorps program: education and environmental stewardship [AmeriCorps, 2021].

While the City of Ann Arbor's Office of Sustainability and Innovations has never had an AmeriCorps Members, the City does have significant anecdotal evidence of the impact educational activities have on action [Ann Arbor, 2020; 2021]. For example, for two years the City has worked with residents in the Bryant neighborhood to make this the most sustainable low-income neighborhood in America. Through individual education and outreach, neighborhood events, and the leveraging of trusted institutions, we've been able to engage deeply with over 25% of all residents, assisted 10% with receiving a free A2ZERO Decarbonization Assessment, and helped four households implement actions that are improving indoor air quality, lowering energy bills, and improving comfort. And we've just secured a grant to help 20 more households make improvements identified in their customized A2ZERO Decarbonization Assessment. This work has only been possible through personalized education and outreach - the exact interventions proposed for the 10 AmeriCorps Members.

As further justification for the proposed intervention, work by researchers like Kolenaty et al., found that providing stakeholders with "sufficient climate change knowledge... positively influenced participants self-efficacy and willingness to act." [Kolenaty et al., 2022]. And Cordero et al. found that sustained sustainability-focused education led to individuals taking more pro-environmental actions [Cordero et al., 2020]. Additionally, Kolleck et al., found that social networks, especially those composed of individuals not assumed to be influential in sustainability fields, including neighbors and community organizations, were effective educators about climate change opportunities [Kolleck et al., 2017]. We've reviewed and have leveraged these, and other, research findings to design our specific Member interventions, with a heavy focus on customized educational outreach techniques and content that directs people to programs that provide specific actions they can take to save money and address the climate crisis. Finally, in designing our application, we reviewed and designed our proposed interventions to mirror those that had a strong history of success as noted in CNCS' Evidence Briefs. For example, our proposed work in stewardship focuses on natural habitat restoration, invasive species coverage reduction, managing stormwater runoff, and native species propagation, all of which have a strong evidence base via historical CNCS interventions. For educational interventions, we are focusing on delivering one-on-one individualized support to community members, providing coaching services, structured yet customizable information and pathways for action, provision of data-driven

recommendations, regular interaction opportunities, and support with finding and implementing solutions, which are successful techniques in other CNCS' funded programs.

NOTICE PRIORITY. This proposed program fits within the AmeriCorps environmental stewardship priority area, especially the focus on reducing greenhouse gas emissions, helping communities become more resilient, especially in underserved households and communities.

MEMBER EXPERIENCE. To recruit Members, we will work directly with our community-based organizations, especially Community Action Network and the Ann Arbor Housing Commission, that work in frontline communities. In this way, we hope to both recruit Members from low-income and BIPOC communities, the very communities we seek to serve, while also building awareness about the program and enhancing the diversity of our team. We will also post the opportunity through our AZZERO Collaborators Network, with our local community colleges, and on traditional City recruitment channels with an explicit line in the job application that "applicants from a diverse background are highly encouraged to apply." Additionally, will offer a higher living allowance to try and recruit individuals from more diverse backgrounds and support member retention. And, before posting the opportunity, we will work with our Director of Organizational Equity and the City's Equitable Engagement Steering Committee (composed of residents) to co-develop a job description and posting strategy that does not inadvertently disenfranchise or exclude frontline populations.

Once hired, all Members will undertake the City's standard equity, safety, policy, and financial management trainings. We will also train all Members on the A2ZERO plan, the work of the Sustainability Office, and the living educational and engagement strategy for the Office. We will also train all Members on project management, equip them with the City's project management tools, and provide weekly individual and daily team check-in meetings to ensure everyone is engaged, problems are quickly identified, and collective solutions established. Combined, these experiences will help foster leadership skills such as active listening, adaptive management, co-designing techniques, and time management skills - skills highly desired by sustainability-related employers. Moreover, we will set aside funding to send the members to a training or conference of their choice, helping them continue growing and learning about topics of interest to them and helping them network with other professionals.

Importantly, our AmeriCorps Members will be provided the opportunity for occasional service outside the focus of this program in order to better understand and benefit their community and to participate in National Days of Service. This may also include service opportunities identified through the MCSC's volunteer platform to increase and improve skills that will be valued by future employers.

These hours may be counted toward the member's term of service if they do not interfere with their normal service hours or conflict with prohibited activities, and the service is approved by the program director.

#### **Organizational Capability**

The City of Ann Arbor's Office of Sustainability and Innovations is prepared to dedicate the collective resources (staff, equipment, workspace, training, and mentorship) necessary to ensure the 10 Members have a fulfilling, enriching, and impactful experience.

ORGANIZATIONAL BACKGROUND AND STAFFING. The City has extensive experience working with paid interns, including providing job training, cultural immersion, and professional development opportunities, which are experiences that will be instrumental in working with the Members. Additionally, the City will dedicate one full-time coordinator in the Office of Sustainability and Innovations that will work directly with the Members. The Coordinator will provide direct supervision, coordinate workplans, and provide general professional development support for Members. The Coordinator will also ensure all Members receive training on A2ZERO, Equity Foundations Training (given that equity is one of three core values of A2ZERO and the Office of Sustainability and Innovations), and training on City rules and policies, as noted below. In addition to a dedicated Coordinator, 10% of the Director of Sustainability and Innovations time will be directed to ensuring the Members work aligns with Office priorities and to providing programmatic support. 25% of a Sustainability Manager's time will be dedicated to overseeing technical content and training for the Members, ensuring compliance with policies and procedures, and conducting all requirement reporting and tracking. Additionally, 20% of the Natural Area Preservation (NAP) Field Supervisors time will be allocated to support the Members with stewardship activities and 5% of the NAP Manager will be allocated to providing strategic programmatic support and guidance on stewardship-related activities. Of the staff the Members will interact with, the majority live within the City of Ann Arbor (aka, the community being served) meaning they have first hand knowledge that can aid the Members with ensuring a constructive experience.

COMPLIANCE AND ACCOUNTABILITY. The City of Ann Arbor has extensive Administrative Rules and Policies that ensure effective monitoring and oversight of funds, adherence to organizational policies, and training on best governance practices. All Members will receive training on these Rules and Policies, including safety training, financial training, and non-discrimination training, and will receive guidance on where to go for more information or report violations.

Additionally, the City hires a third-party to conduct annual budgetary audits and ensure compliance

with all external funding The AmeriCorps program will be included as part of this audit. The City also administers a public website entitled "Ann Arbor Citizen Guide to Finance and Budget" where residents can see all receipts, bills, and expenditures of the City, as well as the entire City budget as approved by Council. This powerful transparency tool also helps avoid fraud, waste, and mismanagement of funds. The City also has a dedicated finance department that uses Logos.net to automatically track all City expenditures and alignment with budgets and Ultipro to track timesheet reporting and avoid timekeeping fraud.

For this proposal, the Program Manager's time will be dedicated to working with the City's finance department to ensure compliance with AmeriCorps rules and regulations. The Manager will work in tandem with the Project Coordinator to ensure all Members are trained on City administrative policies, including APP 513: Fraud in the Workplace -- which details what fraud is, how to detect and prevent it, and how to report it (among other things).

MEMBER SUPERVISION. As noted above, Members will receive direct supervision from a dedicated Program Coordinator in the Office of Sustainability and Innovations. This individual will go through all available AmeriCorps training but will also receive project management training to ensure they have the skills and tools necessary to make the Members experience fruitful and productive. Members will meet with the Coordinator daily in all-team check-ins and bi-weekly in one-on-ones to dive more deeply into relevant topics. These meetings will mostly be in person but there may be times when virtual meetings are necessary due to field work. The Program Coordinator will receive additional management training to ensure they are able to provide a strong experience for the Members. This includes participating in trainings from the MI Community Service Commission, Urban Sustainability Directors Network leadership trainings, and LinkedIn leadership trainings curated by the Office of Sustainability and Innovations Director. The Coordinator will also review and be expected to follow all guiding documents from the MCSC and the AmeriCorps agency.

#### Cost Effectiveness and Budget Adequacy

See budget

**Evaluation Summary or Plan** 

NA

**Amendment Justification** 

NA

#### **Clarification Summary**

24-25 Clarification Summary:

Question: Budget Section I.C. Explain Member Travel costs

Response: At times, members are required to travel in their own vehicles as part of their service activities, such as travel to off-site events, transportation of supplies, or providing transport as part of an activity. Travel funds are for reimbursement of mileage for members

Question: Budget: Section I.E. Supplies: Please confirm no single supply item exceeds \$1,000

#### Response:

In alignment with 2023-2024 Budget, costs for computers was moved to Other Program Costs. Computers are not a consumable supply or material given to members. Computers are City property temporarily assigned to members for use during the service term. The fees associated with each computer are calculated by the City Finance department and represent costs associated with purchase, depreciation, replacement, software licensing, security features, network usage, and maintenance. The fee is not a reflection of the purchase price of individual devices.

#### 2023-2024 Clarification Summary:

Question: lease explain whether member positions (slots) being requested as part of this application are also duplicated in any other application currently under review by AmeriCorps. If applicable, indicate how many slots are duplicated and the application(s) in which duplicated slots are requested.

Response: The requested member positions (slots) are not part of any other application currently developed or under consideration. Support for these positions has only been requested through AmeriCorps.

Question: 1) Your estimated unrestricted revenue is less than your expenses in at least 2 of the last 3 years and your organization has the capacity to raise the required match to operate your program.

Response: We do not anticipate any revenue from this program so our revenue in all years is less than expenses from the program. And, we do have the required match through a voter passed local Community Climate Action Millage (tax) that passed in November of 2022. The Administrator has approved using a portion of this new revenue to meet the match requirements of this program.

Question: 2) The amount of federal funds requested is less than your total revenue, if not, please provide to AmeriCorps an explanation of your plans to effectively manage an expansion of this size.

Response: Yes, the amount of federal funds requested is less than the total revenue for the City and for the Office of Sustainability and Innovations. The budget for the City, inclusive of the budget for the Office of Sustainability and Innovations, can be found at:

https://www.a2gov.org/departments/finance-admin-services/financial-reporting/budget-guide/Pages/BudgetPublicProcess.aspx

Question: 3) Your organization has more one month of cash and investments on hand, if not, please provide to AmeriCorps assurance that your organization has the capacity to raise the required match to operate your program.

Response: Yes, the City of Ann Arbor has more than one month of cash and investments on hand. The City has a policy to maintain at least 12% of the City's budget in fund balance. You can see our fund balance at: https://www.a2gov.org/departments/finance-admin-services/financial-reporting/budget-guide/Pages/FundBalance.aspx.

Question: 4) Your liabilities are less than 75% of your organization's assets, if not, please provide assurance to AmeriCorps that your organization will not let this impact your AmeriCorps grant.

Response: Yes, the City's liabilities are less than 75% of the organization's assets. A full and transparent accounting of the City's budget, including debt, expenditures, revenue, and each fiscal year's budget can be found at: https://www.a2gov.org/departments/finance-admin-

services/financial-reporting/budget-guide/Pages/FrequentlyAskedQuestions.aspx

#### **Continuation Changes**

Year Two Continuation Changes for 2024-2025

**Budget Changes** 

Personnel - changes were made to more accurately represent staff roles and salaries.

Supplies - cost of gear was increased, computer budget was corrected

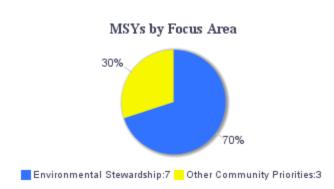
Contractual and Consult Services were eliminated

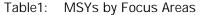
Living Allowance was increased to reflect the increased maximum allowed

for 2024-2025, the CNCS share was increased to \$248,653 and the Grantee Share was reduced to \$422,839.

**Grant Characteristics** 

#### Performance Measures





Focus Area	% MSYs
Environmental Stewardship	70%
Other Community Priorities	30%

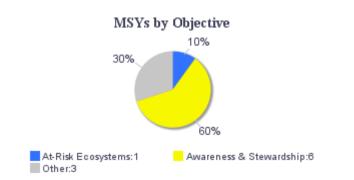


Table2: MSYs by Objectives

Objectives	%MSYs
At- Risk Ecosystems	10%
Awareness & Stewardship	60%
Other	30%

#### % of MSY NPM VS Applicant VS Not in ANY

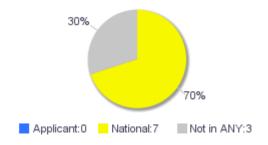


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSVs	NPM	Applicant	Not in ANY	
% MSYs	70%	0%	30%	

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
At- Risk Ecosystems	1.00	10
Awareness & Stewardship	6.00	10
Other	3.00	10
Total	10.00	30

Primary Focus Area: Environmental Stewardship

Primary Intervention: Education/Training

Secondary Focus Area: Environmental Stewardship
Secondary Intervention: Climate Change Intervention

Performance Measure: Climate Educational Campaigns

No of No of 6.00 Focus 10 Objective: Awareness & Environmental MSY's: Members: Area: Stewardship

Stewardship

**Problem Statement:** 

Climate change is having immediate and significant impacts on Ann Arbor - from a 44% increase in annual precipitation which is causing massive flooding events, to extreme changes in temperature leading to public health ramifications and deteriorating infrastructure. In response to this urgent need, Ann Arbor City Council, under the direction of the public, has set the goal of achieving a just transition to community- wide carbon neutrality by the year 2030 (known as A2ZERO). Given that 67% of local greenhouse gas emissions come from the built environment, a significant emphasis needs to be placed on reducing emissions from buildings. Achieving this unanimously adopted Council goal necessitates that all residents are part of the climate movement and implementing collective actions that drive emissions downward while enhancing community resilience. But the capacity to engage with all community members (let alone a majority) is non-existent. Instead, current staff end up engaging with those that are already taking action and failing to create a broader movement that centers the needs, lived experiences, and opportunities of frontline communities.

#### Selected Interventions:

Climate Change Intervention

Education/Training

Describe Interventions:

To build community member engagement in A2ZERO goals and to spur individual action, AmeriCorps members will coordinate and deliver two forms of decarbonization education.

a) A2ZER0 Community education: General group educational programs to increase understanding of decarbonization goals and resources intended to foster broad-based decarbonization action among community members

Dosage: average of 8.5 hours / per person for setup and delivery of programming.

b) A2ZERO Decarbonization assessments: one- one- one building decarbonization assessments that document potential energy saving opportunities, and identify rebates, and provide guidance on how to implement identified solutions, intended to accelerate adoption of decarbonization systems and

Dosage: 12.75 hours / per person for setup and delivery of assessments.

#### EN3 Output:

EN3: Number of individuals receiving education or training in environmental stewardship

Individuals Target: 1000 Tracking System Measured By:

Described Instrument: Number of individuals that gain new information from Members based on pre and

post- engagement surveys.

Performance Measure: Climate Educational Campaigns

Problem Statement:

Selantare total continues the second

Education/Training

EN3.2 Outcome:

EN3.2: Number of individuals reporting a change in behavior or intention to change behavior

Target: 700 Individuals

Measured By: Survey

Described Instrument: General Educational program outcomes will be measured through the

administration of a short pre- and post- educational survey delivered when a Member first starts engaging with a resident and at the end of that engagement. The survey will assess the level of knowledge resident's have regarding A2ZERO and of the City's climate programs. The survey will also assess how likely residents are to engage in a City climate program before and after the Member educational interaction. Decarbonization Assessment outcomes will be evaluated using a resident survey measuring the likelihood that residents would take actions to improve the sustainability of their homes before administration of a Decarbonization Assessment compared to willingness to act after receiving the

Assessment results.

Performance Measure: Resilience and Carbon Capture

Focus Environmental Objective: At - Risk Ecosystems No of MSY's: No of

Area: Stewardship

#### **Problem Statement:**

Ann Arbor has already experienced a 44% increase in precipitation during extreme events, a 42% increase in annual precipitation, and warmed by over 1 degree Fahrenheit. These impacts are leading to serious public health, societal, economic, and cultural impacts at the local and regional levels. To address these concerns, Ann Arbor seeks to decrease the vulnerability of frontline neighborhoods through natural systems preservation, while simultaneously improving the capture sequestration potential of natural lands. But invasive species, human activity, climate change, and other factors are leading to rapid deterioration of natural systems.

#### Selected Interventions:

Climate Change Intervention

#### Describe Interventions:

To increase the City's natural carbon sequestration and resilience capacity, Members implement restoration activities on community lands that are designed to enhance neighborhood and natural system resilience.

Dosage: 11.3 hours / per acre treated

Target Population: Prairie landscapes, and highly vulnerable neighborhood natural systems

EN4 Output:

EN4: Acres of parks or public land treated.

Target: 300 Acres

Measured By: Tracking System

Described Instrument: Number of acres treated as measured by staff in the Natural Area Preservation

unit at the City.

EN4.1 Outcome:

EN4.1: Acres of parks or public land improved

Target: 150 Acres

Measured By: Land Manager Assessment

Described Instrument: The absolute acreage of land improved through Member stewardship as

measured by the Natural Area Preservation Manager

## **Program Information**

AmeriCorps Funding Priorities

\*Check any priority area(s) that apply to the proposed program. Please refer to the NOFO for the information on the threshold for meeting priority consideration

Underrepresented communities, underserved people, Workforce pathways for AmeriCorps members, Environmental stewardship

**Grant Characeteristics** 

\*Check any characteristics that are a significant part of the proposed program

Geographic Focus Urban

## Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	20
Percent of disadvantaged youth enrolled	8

## **Required Documents**

Document Name	<u>Status</u>
Labor Union Concurrence	Already on File at CNCS
Other Documents	Already on File at CNCS
Evaluation	Not Applicable
Federally Approved Indirect Cost Agreement	Not Applicable

## Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.

#### Attachment B

## Climate Corps in Ann Arbor CITY OF ANN ARBOR

Application ID: 24AC261191			Budget	Dates:	
		Total Amt	CNCS Share	Grantee Share	
Section I. Program Operating Costs					
A. Personnel Expenses		104,450	0	104,450	
B. Personnel Fringe Benefits		39,325	0	39,325	
C. Travel					
Staff Travel		1,233	1,233	0	
Travel to CNCS-Sponsored Meetings		2,000	2,000	0	0
Member Travel		2,185	2,185	0	
	Total	\$5,418	\$5,418	\$0	
D. Equipment					
E. Supplies		7,150	7,150	0	
F. Contractual and Consultant Services					
G. Training					
Staff Training					
Member Training		7,615	7,615	0	
-	Total	\$7,615	\$7,615	\$0	
H. Evaluation		3,000	3,000	0	
I. Other Program Operating Costs		40,750	2,250	38,500	
Section I. Subtotal		\$207,708	\$25,433	\$182,275	
		<del>+</del>	12.24%		
Section I Percentage Section II. Member Costs			12.24%	87.76%	
A. Living Allow ance					
Full Time (1700 hrs)		335,000	184,760	150,240	
1-Year Half Time (900 hours)		0	0	0	
Reduced Half Time (675 hrs)		0	0	0	
Quarter Time (450 hrs)		0	0	0	
Minimum Time (300 hrs)		0	0	0	
2-Year Half Time (2nd Year)		0	0	0	
2-Year Half Time (1st Year)		0	0	0	
Three Quarter Time (1200 hours)		0	0	0	
Abbreviated Time (100 hrs)	Total	0	0	0	
D. March on Organization of Constr	Total	\$335,000	\$184,760	\$150,240	
B. Member Support Costs		1,320	607	713	
FICA for Members		25,628	11,839	13,789	
Worker's Compensation		2,546 26,950	1,192	1,354	
Health Care	Total	\$56,444	12,397 \$26,035	14,553 \$30,409	
Section II. Subtotal	rotai	\$391,444	\$210,795	\$1 <b>80,649</b>	
Section II. Percentages		ΨΟΟΙ,	53.90%	46.10%	
Section III. Administrative/Indirect Costs			00.0070	40.1070	
A. Corporation Fixed Percentage					
Corporation Fixed Amount		67,370	7,455	59,915	
Commission Fixed Amount		4,970	4,970	0	
	Total	\$72,340	\$12,425	\$59,915	
B. Federally Approved Indirect Cost Rate					
Section III. Subtotal		\$72,340	\$12,425	\$59,915	
Section III Percentage			17.18%	82.82%	
Section I + III. Funding Percentages			13.50%	86.50%	
Budget Totals		\$671,492	\$248,653	\$422,839	
Budget Total Percentage			37.03%	62.97%	
Required Match			24.00%		

## Climate Corps in Ann Arbor CITY OF ANN ARBOR

# of years Receiving CNCS Funds		2	
Total MSYs		10.00	
Cost/MSY		\$24,865.30	
	Total Amt	<b>CNCS Share</b>	Grantee Share
Budget Totals	\$0	\$0	\$0
Budget Total Percentage		0.00%	0.00%
Required Match		24.00%	
# of years Receiving CNCS Funds		2	
Total MSYs		10.00	

## Budget Narrative: Climate Corps in Ann Arbor for CITY OF ANN ARBOR

## **Section I. Program Operating Costs**

## A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Director: Oversees all aspects of the program and sets programmatic direction.: - 1 person(s) at 145000 each x 5 % usage	0	7,250	7,250
Program Manager: Oversees technical content and training for cohort, Oversees policies and procedures, reporting, and tracking, Oversees team of Regional Coordinators: - 1 person(s) at 75000 each x 100 % usage	0	75,000	75,000
Engagement Coordinator: Provides supervision, support, and general professional development support of members: - 1 person(s) at 73000 each x 10 % usage	0	7,300	7,300
Natural Areas Preservation Field Supervisor: - 1 person(s) at 66000 each x 15 % usage	0	9,900	9,900
Natural Areas Preservation Manager: Supports field training and engagement: - 1 person(s) at 100000 each x 5 % usage	0	5,000	5,000
Category Totals	0	104,450	104,450

## **B. Personnel Fringe Benefits**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Benefits: Life Insurance, Medical Insurance, Disability Insurance, Social Security, Employer Match for Defined Contribution Plan, Dental Insurance, Optical Insurance, Unemployment: 30% of total staffing cost (.3 x 104,450)	0	31,335	31,335
FICA: 7.65% of salaries (104,450)	0	7,990	7,990
Category Totals	0	39,325	39,325

#### C. Travel

#### **Staff Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: Hotel \$139 + tax (Conlin) = \$150x4 nts = \$600; air \$450; Food \$38.25 (Bfast\$13 + Din \$25.25) x 5 = \$191.25; cab \$100RT; mileage airport RT 50 mls x.655 (prem state rate) = \$65.50; reg fee \$593.25 = \$2000	2,000	0	2,000
Travel for site visits, training, and events (mileage): 1 staff @ \$0.655 per mile x 800 miles (100 miles / month for 8 months)	524	0	524
Travel to northern Michigan for 2-day MCSC PD Meeting (overnight): Hotel @ \$85.00x2nts=\$170; Food @ \$31.75/day (Breakfast \$9.75 + Dinner \$22.00) x 2.5 days = \$73.25; Travel @ 226 mi RT * \$0.655/mi = \$296; TOTAL = \$539	539	0	539
Travel to Lansing for 1-day MCSC PD Meetings (not overnight): 130 mi RT x \$0.655/mile x 1 person	170	0	170
Category Totals	3,233	0	3,233

#### **Member Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel for program related service work (ie. training, events, etc.): 10 members @ \$13.10 per month for 10 months (average of 20 miles a month at .655 per mile)	1,310	0	1,310
Travel to MCSC coordinated statewide event in Lansing: \$85.15 (130 mi RT *\$0.655/mile) * 3 cars = \$255.45	255	0	255
Travel to Regional Service Projects: 78.4 mi RT * \$0.655/mile * 3 Cars	154	0	154
Travel to MCSC LeaderCorps meetings One 2 day in Northern MI, One 1 day in Lansing: Travel to northern Michigan @ 451 mi RT * \$0.655/mi = \$296; hotel in northern Michigan @\$85/night av state rate x 1 night; Travel to Lansing @ 130 mi RT * \$0.655/mile = \$85.15; Total = \$466	466	0	466
Category Totals	2,185	0	2,185

## D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	ı
Category Totals	0	0	0	ı

## E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Professional Service gear for AmeriCorps members and staff, with AmeriCorps logo on all items: 17 People @ 200 per person (jacket, t-shirt, pins, notebook); 10 coats @ \$150	4,900	0	4,900
Supplies for Volunteer Engagement projects (gloves, flyers, hand sanitizer, masks, etc.): 10 members @ 50 per member (e.g. gloves, flyers)	500	0	500
Safety Gear for Natural Areas Stewardship: 10 members @ \$150/each for Safety Shoe stipend; 10 members @ \$25/each for leather gloves	1,750	0	1,750
Category Totals	7,150	0	7,150

#### F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

## **G. Training**

## **Staff Training**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

## **Member Training**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Pre service orientation (program and content training and/or venue costs): 10 members @ 25 per member for 4 AmeriCorps trainings; \$1000 DEI training-	2,000	0	2,000

Daily Rate of 250			
End-of-Year Meeting/Training (event & member team meeting activity): 2 days @ (10 member working lunches @ \$14.75; Training Consultant @ \$500/day)-Daily Rate of 795	1,590	0	1,590
Service-related training and professional development: Service-related training activities for members (environment/climate) @ av. \$50/training x 2 trainings/member x 2 members = \$1,000- Daily Rate of 50	1,000	0	1,000
MCSC-coordinated member events.: 10 members @ 75 per member for Celebration- Daily Rate of 75	750	0	750
Working lunch for monthly member check-in/trainings: 10 lunches at 14.75 per member (Ann Arbor group meeting state rate)- Daily Rate of 15	1,475	0	1,475
Monthly Member Check-in/Trainings (skills development and corps development): 8 days @ \$100 per day (\$100 speaker fee for guest trainer)-Daily Rate of 100	800	0	800
Category Totals	7,615	0	7,615

### H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Consulting firm to evaluate program on an annual basis: 5 days @ 600 per day- Daily Rate of 600	3,000	0	3,000
Category Totals	3,000	0	3,000

## I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Printing and copying: 10 months @ 50 per month (business cards, reports, materials, banners etc.)	0	500	500
Background check fees: 15 people @ 150 per background check (Based on City of Ann Arbor existing required background check process and costs with HireRight LLC)	2,250	0	2,250
City IT Device Usage: \$3,800 x 10 (City Finance charges for IT device usage: \$1,300 for device hardware, \$2,500 for software licensing, security features, network usage, and maintenance)	0	38,000	38,000
Category Totals	2,250	38,500	40,750
Section Totals	25,433	182,275	207,708
PERCENTAGE	12.24%	87.76%	

## **Section II. Member Costs**

## A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 10 Member(s) at a rate of 33500 each Members W/O allowance 0	184,760	150,240	335,000
Three Quarter Time (1200 hours): Member(s) at a rate of each Members W/O allowance	0	0	0

Category Totals	184,760	150,240	335,000
Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Quarter Time (450 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
1-Year Half Time (900 hours): Member(s) at a rate of each Members W/O allowance	0	0	0

## **B. Member Support Costs**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: 7.65% of Total Living Allowances (335,000)	11,839	13,789	25,628
Worker's Compensation: .0076 * \$335,000	1,192	1,354	2,546
Health Care: 7 members @ 350 month for 11 months (based on current Corps Network group insurance monthly costs. Insurance is offered to all members, but assumes no more than 70% enrollment based on typical program enrollment)	12,397	14,553	26,950
General liability insurance: 10 members @ 12 month for 11 months (historical average for additional expenses specific to adding members to insurance liability as well as specific liability requirements related to member role)	607	713	1,320
Category Totals	26,035	30,409	56,444
Section Totals	210,795	180,649	391,444
PERCENTAGE	53.85%	46.15%	

#### Section III. Administrative/Indirect Costs

### A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	re Grantee Share Total	
Corporation Fixed Amount: CNCS Share = Total of CNCS Share of Sections I and II (25,433 + 210,795) * .0526 * .60 for CNCS; Grantee Share = 10% of Total Program Costs (Total of Sec. I and II) (207,708+391,444)	7,455	59,915	67,370
Commission Fixed Amount: CNCS Share = Total of CNCS Share of Sections I and II (25,433 + 210,795) * .0526 * .40	4,970	0	4,970
Category Totals	12,425	59,915	72,340

## **B. Federally Approved Indirect Cost Rate**

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0
Section Totals	12,425	59,915	72,340
PERCENTAGE	17.18%	82.82%	

Budget Totals	248,653	422,839	671,492
PERCENTAGE	37.03%	62.97%	
Required Match		0.00%	
Total MSYs	10.00		
Cost/MSY	24,865.30		

## **Source of Funds**

Section	Match Description	Amount	Classification	Source
Source of Funds	In-kind Staff support for program (secured)	143,775	Cash	State/Local
	In-kind Admin support for program (secured)	60,226	In Kind	State/Local
	2022 Community Climate Action Millage (secured)	218,838	Cash	State/Local
Total Source of Funds		422,839		

#### Attachment C:

#### PERFORMANCE / PROGRESS REPORT REQUIREMENTS

- A. The Grantee shall submit the following reports via email to Carole Rush-Witt with the Michigan Community Services Commission at <a href="mailto:RushWittC@Michigan.gov">RushWittC@Michigan.gov</a> on the following dates:
  - Monthly financial periodic expenditure reports as was as required programmatic related reports detailing progress regarding stated performance measures.
  - b. A brief description of problems or delays, real or anticipated, which should be brought to the attentions of the Grant Administrator or Program Officer.
  - c. A statement concerning any significant deviation from the previously agreed-upon Statement of Work.
- **B.** Any such other information as specified in the Statement of Work, Attachment A shall be developed and submitted by the Grantee as required by the Contract Manager.
- C. The Contract Manager shall evaluate the reports submitted as described in Attachment C, Items A. and B. for their completeness and adequacy.
- D. The Grantee shall permit the Department or its designee to visit and to make an evaluation of the project as determined by the Contract Manager.

### Attachment E:

### **PROGRAM SPECIFIC REQUIREMENTS**

This grant reflects 98.95 percent of the total federal awarded amount. An administrative fee of 1.05 percent of the federal award as shown on the attached application narrative will be held back by the Michigan Community Service Commission (MCSC) as allowed by the AmeriCorps, the Agency.