

TEXAS WORKFORCE COMMISSION (TWC)
GRANT AWARD AGREEMENT

TWC Award Number	1321ATG001
Grant Program Title	ApprenticeshipTexas Expansion
Award Amount	\$31,487.00
Grantee Name	
Heart of Texas Workforce	
Period of Award	
This Grant Award Agreement shall begin the later of April 1, 2021 or the date upon which it has been signed by both parties, and shall terminate on September 30, 2022 , unless amended by mutual written agreement of the parties.	
Signature Authority	
<p>The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:</p> <ul style="list-style-type: none"> • execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and • validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement. 	
Agency Approval	<p>Texas Workforce Commission</p> <p><i>Courtney Arbour</i></p> <p>Courtney Arbour Director, Workforce Development Division Date: <u>3/25/2021</u></p>
Award Acceptance	<p>Heart of Texas Workforce</p> <p><i>Anthony Billings</i></p> <p>Anthony Billings Executive Director Date: <u>3/25/2021</u></p>

GRANT AWARD ORDER OF PRECEDENCE

This Grant Award between the Texas Workforce Commission (TWC) and the Grantee consists of the following Grant Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Grant Documents as amended control in the descending order of the list. All Grant provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Cover Page
- Grant Award Order of Precedence
- Contact Information Form
- Workforce Development Area(s) Form
- Special Federal Award Terms and Conditions
- General Terms and Conditions
- Financial Requirements
- Certifications
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Reporting Requirements
- Work Plan
- Budget

The following documents are incorporated herein by reference:

- Grantee's Application
- Request for Applications 32021-00120 ApprenticeshipTexas

CONTACT INFORMATION FORM

This form provides information about organization contacts. Changes to any contact information during the term of any resulting grant award must be provided to the TWC Grant Manager.

LEGAL ENTITY NAME: Heart of Texas Workforce Development Board, Inc.

Executive Director

Name: Anthony Billings	Mailing Address: 801 Washington Ave., Ste 700
Title: Executive Director	Street: 801 Washington Avenue, Suite 700
Phone: 255-296-5389	City: Waco
Fax: 254-753-3173	County: McLennan
Email: Anthony.billings@hotworkforce.com	State, Zip: Texas, 76701

Financial Contact

Name: Nancy Maldonado	Mailing Address: 801 Washington Ave, Ste. 700
Title: Accountant	Street: 801 Washington Avenue, Suite 700
Phone: 254-296-5388	City: Waco
Fax: 254-666-0691	County: McLennan
Email: Nancy.maldonado@hotworkforce.com	State, Zip: Texas, 76701

Grant Manager

Name: Eunice Fernandez	Mailing Address: 801 Washington Ave., Ste 700
Title: Director of Strategic Planning	Street: 801 Washington Avenue, Suite 700
Phone: 254-296-5324	City: Waco
Fax: 254-753-3173	County: McLennan
Email: Eunice.fernandez@hotworkforce.com	State, Zip: Texas, 76701

Emergency Contact

Name: Judy Hedge	Mailing Address: 801 Washington Ave., Ste 700
Title: Administrative Support Specialist	Street: 801 Washington Avenue, Suite 700
Phone: 254-296-5393	City: Waco
Fax: 254-753-3173	County: McLennan
Email: Judy.hedge@hotworkforce.com	State, Zip: Texas, 76701

Fiscal Agent

Name: Education Service Center Region 12	Mailing Address: P.O. Box 23409
Title: Terry Marak, Chief Financial Officer	Street: 2101 West Loop 340
Phone: 254-297-1178	City: Waco
Fax: 254-666-0691	County: McLennan
Email: tmarak@esc12.net	State, Zip: Texas, 76702-3409

WORKFORCE DEVELOPMENT AREA(S)

Please check all boxes that apply for the Workforce Development Area(s) (WDA) that will be served throughout the grant term.

☐ Alamo WDA☐ Lower Rio Grande Valley WDA☐ Borderplex WDA☐ Middle Rio Grande WDA☐ Brazos Valley WDA☐ North Central WDA☐ Cameron County WDA☐ North East WDA☐ Capital Area WDA☐ North Texas WDA☐ Central Texas WDA☐ Panhandle WDA☐ Coastal Bend WDA☐ Permian Basin WDA☐ Concho Valley WDA☐ Rural Capital WDA☐ Dallas County WDA☐ South East Texas WDA☐ Deep East Texas WDA☐ South Plains WDA☐ East Texas WDA☐ South Texas WDA☐ Golden Crescent WDA☐ Tarrant County WDA☐ Gulf Coast WDA☐ Texoma WDA☒ Heart of Texas WDA☐ West Central WDA

SPECIAL TERMS AND CONDITIONS

APPRENTICESHIP GRANT PROGRAM

Pursuant to the terms of the Federal award, and to 2 Code of Federal Regulations (C.F.R.) §§ 200.101(b)(1) and 200.331(a)(2), these Special Terms and Conditions pass through Terms and Conditions of the Federal award, which are not set forth elsewhere in this grant award. This grant award must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this grant award.

Availability of Federal Award Terms

In some cases, Federal grant funds become available to the Texas Workforce Commission (TWC) for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes award.

Definitions

As used in these Special Federal Award Terms and Conditions: (1) the term, non-Federal entity, has the meaning defined in 2 C.F.R. Parts 200 and 2900; and (2) the term, subrecipient, has the meaning defined in 2 C.F.R. Part 200.

Order of Precedence

In the event of any inconsistency between the terms and conditions of this grant award and other requirements, the following order of precedence shall apply:

1. The National Apprenticeship Act, 29 U.S.C. 50;

2. Other applicable federal statutes;
3. Consolidated Appropriations Act of 2018, Pub.L. 115-141, Further Consolidated Appropriations Act, 2020, Pub. L. 116-94;
4. Implementing Regulations;
5. Executive Orders (EOs);
6. Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 C.F.R. parts 200 and 2900;
7. Training and Employment Guidance Letter No. 17-18, entitled “Availability of Program Year 18 Funding for State Apprenticeship Expansion”, TEGL No. 17-18, Change 1, TEGL No. 15-19 entitled “Availability of Program Year 2019 Funding for State Apprenticeship Expansion Grants, ‘Building State Capacity to Expand Apprenticeship through Innovation’”, and other DOL-ETA Directives;
8. The terms and conditions of the Federal award, as included in this Grant Award as the Special Federal Award Terms and Conditions;
9. The terms and conditions of this TWC grant award.

Fund Use

The funds that are provided under this grant award must be expended according to all applicable Federal statutes, regulations and policies.

Resources and Information:

Additional resources and information are located on the Resources page of the DOL-ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contain

information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

Cost Limitation Restrictions

1. Consultants. For the purposes of this award, the DOL-ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight-hour workday). Any fees paid in excess of this amount cannot be paid without prior approval from the DOL-ETA Grant Officer.
2. Travel (Prior Approval). The Federal award waives the prior approval requirement for domestic travel as contained in 2 C.F.R. § 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-federal entity's written policies and procedures.
3. Travel (Fly America Act). All travel must comply with the Fly America Act (49 U.S.C. § 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.
4. Travel (Foreign). Foreign travel is not allowable except with prior written approval from the DOL-ETA Grant Officer. Subrecipients under this award shall not submit prior approval requests directly to DOL-ETA.
5. Travel (Mileage Reimbursement Rates). Pursuant to 2 C.F.R. § 200.474(a), all subrecipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees for transportation by privately owned automobile and privately-owned motorcycle. Mileage rates must be checked annually on the U.S. General Services Administration (GSA) Web site at www.gsa.gov/mileage to ensure compliance.

Note: Additional state travel requirements may apply.

Audits

The audit provisions contained elsewhere in this grant award are inclusive of Federal award terms requiring that organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance, which apply to audits for fiscal years beginning on or after December 26, 2014. DOL-ETA award recipients and subrecipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. § 200.501. OMB's approved exception at 2 C.F.R. § 2900.2 expands the definition of the term, non-Federal entity, to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 C.F.R. Part 200.

Closeout Requirements

During the closeout process, the Grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. (Note: Unless specified otherwise by TWC, subrecipients must maintain such documentation in accordance with applicable record retention requirements and make it available for review upon request.)

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (not obligations) for goods and/or services received during the grant period (2 C.F.R. § 2900.15).

Equipment

Equipment purchases and other capital expenditures (as defined in 2 C.F.R. §§ 200.439, 200.89 and 200.48) are not allowable under this grant award. DOL will not approve any such expenses using funds under this grant award.

Intellectual Property Rights

1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - (i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and
 - (ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

2. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
3. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 C.F.R. § 200.307.
4. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

5. **Creative Commons Attribution License.** As required at 2 C.F.R. § 2900.13, any intellectual property developed under a competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient. For general information on CC BY see <http://creativecommons.org/licenses/by/4.0>. The instructions for marking your work with CC BY can be found at https://wiki.creativecommons.org/wiki/Marking_your_work_with_a_CC_license.
6. **Intellectual Property Rights and Bayh-Dole Act.** All small business firms, and non-profit organizations (including institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 C.F.R. § 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of Intellectual Property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant. These requirements are in addition to those found in the Intellectual Property Rights term provided in this document.
7. **Personally Identifiable Information.** Grantee must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Grantee must meet the requirements in

TEGL 39-11 entitled “Guidance on the Handling and Protection of Personally Identifiable Information (PII)” found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

Procurement

The Uniform Guidance Performance Standards at 2 C.F.R. §§ 200.317-200.326 require all award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open and free competition. If the award recipient specifies the entity that will provide the goods or services in their statement of work, then the DOL-ETA’s description of award does not provide justification for such sole-source procurement.

Program Income

The “Addition” method, as described in 2 C.F.R. § 200.307, must be used in allocating any program income generated for this grant award. Subrecipients must expend all program income prior to drawing down additional funds as required at 2 C.F.R. § 200.305(b)(5) and 2 C.F.R. § 200.307(e). Any program income found remaining at the end of period of performance must be returned to the DOL-ETA.

Note: TWC will recover any program income found remaining at the end of the grant award through the closeout process.

Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Nor shall grant funds be used to pay the salary or expenses of any subrecipient or agent acting for such subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or EO proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

Requirements for Conference and Conference Space

Conferences funded in whole or in part by the award are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information in the requirements and the allowability of costs associated with conferences, refer to 2 C.F.R. § 200.432. Subrecipients will be held accountable to the requirements in 2 C.F.R. § 200.432. Therefore, costs that do not comply with 2 C.F.R. § 200.432 will be questioned and may be disallowed.

Subawards

A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.201(b)(1)).

Supportive Services and Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or TEG, the Federal award waives the prior approval requirement for participant support costs as described in 2 C.F.R. § 200.456. Costs must still meet the basic considerations at 2 C.F.R. §§ 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the TWC Grant Manager assigned to this TWC grant award. TWC may direct such questions to the Federal Project Officer assigned to the Federal grant, as necessary.

Vendor/Contractor

The term, contractor, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 C.F.R. § 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 C.F.R. § 200.330. When procuring contractors for goods and services, subrecipients must follow the procurement requirements at 2 C.F.R. § 200.319, which calls for full and open competition.

Federal Appropriations Requirements

The following provisions apply pursuant to the Consolidated Appropriations Act of 2018, Pub.L. 115-141 and Further Consolidated Appropriations Act, 2020, Pub. L. 116-94.

1. Buy American Notice. By drawing down funds, subrecipients agree to comply with 41 U.S.C. §§ 8301 – 8303 (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires subrecipients to use, with limited exceptions, only: 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United

States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to: 1) items for use outside of the United States; 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold (currently \$10,000).

In order to claim an exception under options 1 or 2 above, the recipient (TWC) must get prior approval from the DOL-ETA Grant Officer. Subrecipients must submit such requests through the TWC Grant Manager assigned to this Grant Award. Subrecipients shall not submit requests directly to DOL-ETA. Prior approval is not needed for purchases under the micro-purchase threshold.

2. Fair Labor Standards Act Amendment for Major Disasters. The Fair Labor Standards Act of 1938 (“FLSA”) will apply as if the following language was added to section 7 (the “Maximum Hours Worked” section). This language specifically relates to occurrences of a major disaster (as declared or designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
- (B) who receives from such employer an average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of

weeks such employer is engaged in any of the activities described in subparagraph (C); and

- (C) whose duties include any of the following:
 - (1) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
 - i. (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
 - ii. (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
 - iii. (iv) negotiating settlements; or
 - iv. (v) making recommendations regarding litigation.
 - (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
 - (3) For purposes of this subsection—
 - (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
 - (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major

disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

(C) the term 'affiliate' means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company."

3. Health Benefits Coverage for Contraceptives. Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. This requirement does not apply to contracts with: 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc.; and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

4. Privacy Act. No funds can be used in contravention of 5 U.S.C. § 552a (Privacy Act) or regulations implementing the Privacy Act.
5. Prohibition on Contracting with Corporations with Felony Criminal Convictions. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee

to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
7. Prohibition on Procuring Goods Obtained Through Child Labor. No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services on its website at <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>.
8. Prohibition on Providing Federal Funds to ACORN. These funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
9. Reporting of Waste, Fraud and Abuse. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
10. Requirement for Blocking Pornography. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

11. Requirement to Provide Certain Information in Public Communications. 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 non-Federal entities receiving Federal funds shall clearly state:

- A. The percentage of the total costs of the program or project which will be financed with Federal money;
- B. The dollar amount of Federal funds for the project or program; and
- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

12. Restriction on Health Benefits Coverage for Abortions. Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed.

This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.

Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

13. Restrictions on Lobbying/Advocacy. No federal funds may be used by subrecipients, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulations, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
14. Restriction on the Promotion of Drug Legalization. No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
15. Restriction on Purchase of Sterile Needles or Syringes. No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
16. Salary and Bonus Limitations. Subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the U.S. Office of Personnel Management website at www.opm.gov.

The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 C.F.R. § 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account

factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. Refer to TEGl No. 5-06 for further clarification.

Note: For additional information about the salary and bonus limitation, refer to TWC Workforce Development Letter 28-07, Change 1, and any subsequent issuances.

Public Policy

1. Architectural Barriers. The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
2. Drug-Free Workplace. The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.
3. Executive Orders.
 - A. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and

Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- B. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- C. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32389-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to the Federal Government's interagency website on Limited English Proficiency at <http://www.lep.gov>.

- D. Text Messaging While Driving (EO 13513). Pursuant to EO 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, or government-owned vehicles, or while

driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of EO 13513.

4. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

5. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

6. Prohibition on Trafficking in Persons. Grant award funds shall be used in compliance with the federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), which prohibits grant award recipients or a subrecipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

The following language must be included in all subawards:

“I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 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 C.F.R. Part 180, “OMB Guidelines to Agencies

on Governmentwide Debarment and Suspension (Nonprocurement),”
as implemented by our agency at 2 C.F.R. Part 2998.

- b. Provision 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 a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 2998.

- c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. 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 services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "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 subjections to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization.

4. “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).”

Veterans’ Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires subrecipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 C.F.R. Part 1010. In circumstances where a subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service the veteran or spouse must meet the program’s eligibility requirements. TEGL 10-09 provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

GENERAL TERMS AND CONDITIONS

1. Legal Authority.

The Texas Workforce Commission (TWC) is responsible for administering an integrated workforce development system, including job training, employment, employment related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. TWC has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

2. Purpose.

This grant award sets forth the responsibilities and obligations of TWC, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Request for Applications (RFA) and the Grant Application.

3. Grant Performance.

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the RFA and the Grant Application. Services under this award shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all TWC policies and procedures or guidance materials incorporated herein by specific reference; and
- all terms and conditions of this grant award.

3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements and to ensure compliance with this grant award.

3.3 The Grantee shall notify TWC in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award. Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge,

qualifications, and experiences are critical to the achievement of the objectives of this grant award.

3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, TWC shall be liable to the Grantee in accordance with the terms and limitations established within this grant award.

3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

4. Administrative Requirements.

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and TWC shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

4.3 This grant award between the Grantee and TWC shall conform to the administrative requirements found in:

- The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Uniform Grant Management Standards (UGMS);
- TWC Rules in 40 Texas Administrative Code (TAC) Part 20;
- TWC's Financial Manual for Grants and Contracts (FMGC); and
- any directives specified by TWC issuance except as otherwise specifically authorized by TWC in writing.

4.4 All costs must conform to cost principles found in:

- any specific term or condition within the RFA, Grant Application, grant award and attachments;
- OMB UG, 2 C.F.R. Part 200, or 48 C.F.R. Part 31 (as applicable), as supplemented by UGMS;
- TWC's FMGC; and
- any TWC directives, as applicable.

4.5 In addition to the other requirements herein, commercial organizations will be subject to the administrative provisions of 48 C.F.R. § 31.103 and the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2. The process for determining reimbursable costs in contracts with commercial organizations shall incorporate the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2.

5. Surety Requirements (Includes Public Education Institutions).

5.1 The Grantee understands and agrees that it shall be liable to repay to TWC any funds not expended in accordance with this grant or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

5.2 All repayment made by the Grantee to TWC pursuant to Section 5.1 of these General Terms and Conditions (GTCs) shall be from non-federal funds.

5.3 The Grantee's failure to make repayment to TWC within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by TWC, including allowable interest.

6. Bonding Requirements.

Entities backed by a taxing authority are exempt from the following bonding requirements. Examples of entities that are backed by a taxing authority include, but are not limited to public colleges, public universities, independent school districts, and consolidated school districts.

6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from TWC by the Grantee during any consecutive three-day period.

Under no circumstances shall TWC disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to TWC.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to TWC, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and TWC shall be the assigned Certificate holder. A copy of the bond shall be forwarded to:

Texas Workforce Commission
Financial Operations - Contracts Payable

101 East 15th Street

Austin, Texas 78778 – 0001

6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.

6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

7. Rights in Data, Products, or Inventions.

7.1 TWC may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of TWC any data, product, or invention developed under this grant award or purchased with funds from this grant award.

7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to TWC and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.

7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of TWC, become the property of TWC.

In the event of such termination, the Grantee may be requested to transfer title and deliver to TWC any property or products the Grantee has acquired or produced in performance of the grant award.

7.4 All data and rights necessary to fulfill the Grantee's obligations to TWC under this grant award must be secured and obtained from its contractors and subrecipients.

If a contractor or subrecipient refuses to accept terms affording TWC such rights, the Grantee shall promptly bring such refusal to the attention of TWC.

7.5 TWC and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application

that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U. S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of TWC of such supplies or construction work.

7.6 TWC retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

8. Prevention of Fraud.

8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC rules, policies, and procedures occurring under this grant award.

8.2 Any member of the Grantee's staff or Grantee's contractor's or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures occurring under this grant award, shall report such information to TWC's Office of Investigations no later than five (5) business days from the date of discovery of such act.

8.3 An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001

8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors and subrecipients are aware of TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.

8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor TWC shall retaliate against any person filing a report.

8.6 Upon review of submitted reports, TWC's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:

- further investigation;
- referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
- other corrective action, as may be appropriate.

8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to TWC's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

9. Preventing Conflict of Interest.

9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

- employees, contractors or subrecipients of the Grantee; or

- persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

9.4 The Grantee shall maintain on file, and make available for inspection by TWC, a statement submitted by each Grantee employee, contractor, subrecipient or governing body member disclosing any interest, fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

10. Grant Provisions.

10.1 The Grantee shall comply with the following:

- Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
- The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

10.2 TWC and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.

10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

10.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq. (Applicable to state agencies only).

11. Contractors and Subrecipients.

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.

12. Records: Retention, Confidentiality, and Access.

12.1 The Grantee shall retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to TWC. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.

12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting TWC's right

of access to client case records or other information relating to clients served under this contract.

12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. Such rights of access and examination are granted to the duly authorized representatives of:

- the United States Department of Agriculture;
- the United States Department of Education;
- the United States Department of Health and Human Services;
- the United States Department of Labor;
- the Comptroller General of the United States;
- the General Accounting Office;
- the State Auditor's Office (SAO);
- the TWC; and
- other state and federal auditing agencies.

12.4 Such rights to access under paragraph 12.3 of this section shall continue as long as the Grantee retains the records.

12.5 TWC, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this grant award for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

13. Monitoring, Audits, and Evaluations.

13.1 The Grantee shall supply to TWC an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred.

13.2 TWC reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by

the local government audit staff, a certified public accounting firm, or other auditors as designated by TWC and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the SAO, or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors and subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to TWC, covering any contract or subrecipient it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to TWC during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

13.5 TWC reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

TWC retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

13.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by TWC or its duly authorized representatives.

13.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

14. Dispute Resolution.

14.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

- To initiate the process, the Grantee shall submit written notice to TWC's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate TWC's evaluation of the Grantee's claim.
- Neither the execution of this grant award by TWC nor any other conduct of any representative of TWC relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

15. Sanctions and Penalties.

15.1 The Grantee acknowledges and accepts that special conditions may be imposed by TWC, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200) if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

- payment on a reimbursement basis;
- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;
- establishing additional prior approvals; or

- other conditions or restrictions appropriate to the circumstances.

15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

16. Appeals.

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

17. Changes and Amendments.

17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto and shall become effective on the date designated by such law or regulation.

17.3 To ensure effective performance under this grant award, all parties agree that TWC may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.

- After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the

effect of qualifying the terms of this grant award and shall be binding upon the Grantee and TWC as if written herein.

- Such TWC directives shall not alter the terms of this grant award to relieve the TWC of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these GTCs, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes, which shall be processed pursuant to Financial Requirements, Section I, Expenditure Limitations attached to this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

17.5 TWC reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and TWC's continuing need for the services. TWC may consider a written request for renewal or extension submitted by the Grantee. Such written request must be received by TWC no later than thirty (30) calendar days prior to the expiration of this grant award.

18. Termination.

18.1 This grant award may be terminated without cause, in whole or in part, by TWC whenever it determines that such termination is in the best interest of TWC or the State.

18.2 Either party may terminate this grant award for breach, pending completion of any reports or audits required by TWC. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

FINANCIAL REQUIREMENTS

1. Expenditure Limitations.

1.1 TWC is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the RFA, and Grantee's Application and any attachments subject to the following provisions:

- The limitations established within the program budget documents.
- TWC receives a verified statement, prepared in accordance with the requirements set forth by TWC, of current and/or expenditures incurred under this grant according to the instructions specified in TWC's FMGC, and additional TWC issuances.
- TWC shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
- TWC shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its contractors or subrecipients before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of TWC.
- TWC shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to TWC within sixty (60) days following termination or expiration of this grant.

1.2 The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from contracting or making subawards for goods or services with any religious institution or entity.

1.3 Notwithstanding any other provisions of this grant, the parties hereto understand and agree that TWC's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet TWC's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.

1.4 The Grantee understands and agrees that it shall repay to TWC any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:

- The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's contractor or subrecipient made the improper expenditure.
- All repayments made by the Grantee must be from non-federal funds.
- Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.

1.5 Responsibility for disallowed costs and other liabilities under this grant are as follows:

- First Priority: The Grantee shall recover funds from the subcontractor or subrecipient incurring the liability and utilize such funds to retire the liability to TWC.
- Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to TWC.
- Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to TWC.

1.6 Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) System by the designated TWC Grant Manager.

1.7 No cost that was prohibited under the Request for Applications 32021-00120 shall be charged to this grant.

1.8 Grantees must comply with the following priority of use requirements and targets to assure compliance with the funding limitations of the Program Year (PY) 2018 and PY 2019 funds involved:

- At nine (9) months into the initial grant period, each grantee must have fully expended at least thirty-five percent (35%) of the total grant amount on direct support for registered apprentices. TWC may de-obligate funds if the grantee fails to meet this expenditure benchmark.
- Unless specified in writing by TWC, grant expenditures for direct support for registered apprentices must be funded by the PY 2018 portion of the grant award to the extent that the PY 2018 funds are available for expenditure.

“Direct support” means, when an individual receives grant-funded assistance funded in whole or in part by this grant award (OJL, RTI (could potentially include instructor/curriculum development), supportive service/s).

1.9 Indirect costs, if any, charged to this grant must result from proper application of an indirect cost rate approved by the Grantee’s federal cognizant agency for indirect costs or other authorized entity, as appropriate, a de minimis rate as described in 2 C.F.R. § 200.414, or a rate negotiated with TWC.

1.10 Supportive Services, as described in RFA 32021-00120, shall not exceed ten percent (10%) of the total final expenditures incurred under this grant.

1.11 Administrative costs charged to this grant shall not exceed ten percent (10%) of the total final expenditures incurred under this grant, except where a higher rate has been negotiated with TWC to accommodate the recovery of allocable indirect costs resulting from an allowable indirect cost rate.

2. Obligation and Deobligation of Funds.

Notwithstanding the provisions of Section 17 of the GTCs, the following provisions apply to the obligation and deobligation of funds under this grant:

2.1 TWC shall not be liable to the Grantee for any excess or erroneous funding obligations and retains the right to unilaterally deobligate such funds.

2.2 TWC may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of TWC.

2.3 TWC may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections at the following intervals:

- twenty-five percent (25%) of the grant period;
- fifty percent (50%) of the grant period; and,
- seventy-five percent (75%) of the grant period.

2.4 TWC shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

3. Financial Reporting

3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through TWC's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letter 04-15, Change 2, including subsequent issuances; and additional TWC issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.

3.2 The Grantee shall electronically submit a financial closeout package through the closeout module of the CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. If TWC exercises its option to renew a grant, TWC may require that a separate financial closeout package be submitted through the CDER system no later than 11:59 p.m. Central Time on the 60th day from the end of the grant period immediately preceding any such renewal, or another date specified by TWC. The Grantee shall submit the financial closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letters 44-05 and 04-15, Change 2 including subsequent issuances; and additional TWC issuances.

CERTIFICATIONS

The Applicant is required to comply with certain state and federal provisions. The Applicant must read and acknowledge these certifications by completing the form, signing where provided and returning these certifications with the Application.

Eligible Applicant.

The Applicant certifies that the submitted Application is for an Eligible Applicant as defined in Request for Applications (RFA) 32021-00120.

1. General and Special Terms and Conditions (TCs).

The Applicant has read and agrees to comply with the TCs of the RFA. Any proposed exceptions to the TC's have been included in a Microsoft Word document submitted with the Application and, if accepted by TWC, included in the final grant award.

TWC reserves the right to consider exceptions, reservations, or limitations to the TC's of this RFA, in evaluating and awarding funds under this RFA. TWC will not consider an Applicant's request to modify further the TC's outside of what has been submitted with the Application.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement. Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

2. Financial Requirements and Reporting Requirements.

The Applicant has read and agrees to comply with the Financial Requirements and Reporting Requirements contained in this Application. No exceptions or modification of the Financial Requirements or Reporting Requirements will be considered.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement.

3. Lobbying.

This Certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act, 31 U.S.C. § 1352, for the U.S. Department of Agriculture (2 C.F.R. Part 418), U.S. Department of Labor (29 C.F.R. Part 93), U.S. Department of Education (34 C.F.R. Part 82), and the U.S. Department of Health and Human Services (45 C.F.R. Part 93).

The undersigned, on behalf of the Applicant, certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten

thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

4. Debarment, Suspension, and Other Responsibility Matters.

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the U.S. Department of Agriculture (2 C.F.R. Part 417), U.S. Department of Labor (2 C.F.R. Part 2998), U.S. Department of Education (2 C.F.R. Part 3485), and the U.S. Department of Health and Human Services (2 C.F.R. Part 376).

The undersigned certifies that neither it nor its principals:

1. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. have, within a three-year period preceding this grant award, 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) transaction or grant award 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, or receiving stolen property;
3. are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified in this certification; and
4. have had, within a three-year period preceding this grant award, one (1) or more public transactions terminated for cause or default.

5. Drug-Free Workplace.

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act §§ 5151-5160 (41 U.S.C. § 701 et seq., as amended), for the U.S. Department of Agriculture (2 C.F.R. Part 421), U.S. Department of Labor (29 C.F.R. Part 94), U.S. Department of Education (34 C.F.R. Part 86), and the U.S. Department of Health and Human Services (2 C.F.R. Part 382).

The undersigned certifies that it shall provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace; the organization's policy of maintaining a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the policy statement;
4. Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
5. Notifying TWC within ten (10) days of receipt of a notice of a drug conviction of an employee; and
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

6. Levies, Liens, and Unresolved Audit Exceptions.

The undersigned certifies that the Applicant has no outstanding debts that will result in liens or levies being placed on payments received from TWC and that it owes no funds to TWC, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from TWC.

7. State Assessment Certification

The Applicant certifies that both of the following statements are true and correct and that the Applicant understands making a false statement is a material breach of contract and is grounds for cancellation of this grant award:

- It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and proprietary school fees and assessments payable to the State of Texas.
- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

8. Prohibition on Certain Bids and Contracts.

Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been either convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, or in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

9. Unfair Business Practices.

The undersigned certifies that the Applicant has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The undersigned further affirms that no officer of the Applicant has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

10. Texas Family Code.

The undersigned certifies that the Applicant is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award resulting from this RFA may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees' Fiscal Agent

(as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award resulting from this RFA may be suspended and/or the grant canceled.

11. Restrictions on the Use of Certain Public Subsidies.

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

The Applicant certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Applicant further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Applicant certifies that it will enter into a written agreement with its Subrecipient's Subcontractors, working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and advising the Subrecipient's Subcontractors of the penalties that the Subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, TWC has determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

12. Certification Concerning Dealings with Public Servants.

Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.

13. Conflicts of Interest.

Applicant represents and warrants that Applicant has no actual or potential conflicts of interest in providing services to the State of Texas under this RFA and Applicant's provision of services under this RFA would not reasonably create an appearance of impropriety. Applicant must disclose any existing or potential conflict of interest it may have in contracting with TWC.

14. Franchise Tax Certification.

Applicant certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

15. Compliance with Antitrust Laws.

Pursuant to Texas Government Code § 2155.005, Applicant certifies that neither Applicant nor any firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Application to any competitor or any other person engaged in such line of business during the procurement process.

16. Compliance with Contracting with State Agency Executive Head.

Applicant certifies that it is in compliance with Texas Government Code § 669.003, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas state agency that is currently employed by Applicant below:

Name of Former Executive: [Click or tap here to enter text.](#)

Name of State Agency: [Click or tap here to enter text.](#)

Date of Separation from State Agency: [Click or tap here to enter text.](#)

Position with Applicant: [Click or tap here to enter text.](#)

Date of Employment with Applicant: [Click or tap here to enter text.](#)

All such disclosures will be subject to administrative review and approval prior to TWC entering into any contract with Applicant. Applicant acknowledges that the grant award may be terminated at any time, and payments withheld, if this information is false.

17. Certification Concerning Financial Participation.

Under Texas Government Code § 2155.004(a), Applicant certifies that neither it nor any person or entity which will participate financially in the award has received compensation for participation in the preparation of specifications for this RFA. Further, under Texas Government Code § 2155.004(b), Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

18. Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069.

Applicant certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Applicant within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

19. Receipt of Appropriated Funds

Applicant represents and warrants that TWC's payments to Applicant and Applicant's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055, regarding Restrictions on Lobbying Expenditures, or 556.008, regarding Compensation Prohibition, of the Texas Government Code.

20. Federal Funding Accountability and Transparency Act (FFATA)

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Applicant certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

Applicant certifies that its D-U-N-S® and SAM registrations will be active and current at the time of and throughout the grant award.

21. Acceptance of the Grant-Specific Requirements.

The Applicant certifies its acceptance of the RFA, including attachments, if any, in its entirety and the requirements identified therein as well as this Application and attachments, if any.

Applicant's Signature

These certifications are a material representation of fact upon which reliance will be placed when this grant award is made or entered into. Submission of this signed certification is a prerequisite for an Application to be evaluated and scored.

By signing, the Applicant certifies that:

1. all of the information in this Application, including all certifications herein, is, to the best of my knowledge, complete and accurate;
2. Applicant is in compliance with the **General and Special Terms and Conditions** and the **Financial Requirements** and acknowledges that continued compliance is a condition for the award of a grant;
3. the authorized representative hereby warrants that he or she has been fully authorized by the Applicant to complete the Certifications on behalf of the Applicant, and validly and legally bind the organization to all the terms and conditions, performances, and provisions of the RFA;
4. if a grant is awarded, all program activity will be conducted in accordance with applicable Federal and State laws and regulations, TWC Certifications, RFA 32021-00120, and the Application.

1. LEGAL APPLICANT NAME: Heart of Texas Workforce Development Board, Inc. dba Workforce Solutions for the Heart of Texas

2. ADDRESS (include street address, and mailing address, if different): 801 Washington Avenue, Suite 700, Waco, Texas 76701-1266

3. PAYEE NAME AND MAILING ADDRESS (if different from above): Click or tap here to enter text.

4. DUNS NO. (9-digit), if available: 051301685

5. FEDERAL TAX ID NO. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit): 26-3026020, 1-741586927-4-003

6. RECURRING TRANSACTION INDEX (RTI) No.: N/A

7. FILING NO. (Charter number assigned by Secretary of State): 0800977281

8. PROJECTED EXPENDITURES

For Applicant's current fiscal year, Applicant's projected expenditures from federal or state awards exceed seven hundred and fifty thousand dollars (\$750,000).

Yes ☒ No ☐

9. AUTHORIZED REPRESENTATIVE:

Name: Anthony Billings

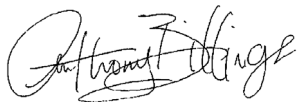
Title: Executive Director

Phone: 254-296-5389

Fax: 254-753-3173

Email: Anthony.billings@hotworkforce.com

10. SIGNATURE OF AUTHORIZED REPRESENTATIVE



11. DATE

January 14, 2021

*Projected expenditures should include anticipated expenditures under all Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.331 Requirements for Pass -Through Entities

Subrecipient Name: TEXAS WORKFORCE COMMISSION

Grantee DUNS: 033278685

Contact Information: N/A

Awarding Official: Edward Serna, Executive Director

Address: 101 East 15th Street
Austin, Texas 78778-0001

Phone Number: (512) 463-8326

Awarding FAIN: AP-33514-19-60-A-48

Federal Award Date: 7/1/2019

Total Award Amount: 5,441,041.06

Description: State Apprenticeship Expansion

Agency: TEXAS WORKFORCE COMMISSION

CFDA Description: 17.285 The objectives for Registered Apprenticeship grant funding are to: 1) Build Registered Apprenticeship into a mainstream education and career pathway option to help the country maintain its prominence in building the strongest, most adaptable, and most credentialed workforce in the world. 2) Support integrated, 21st Century apprenticeship strategies which keep pace with industry demand for new programs, including apprenticeships in both traditional industries, but also in non-traditional industries such as, IT, Healthcare, Advanced Manufacturing, Skilled Trades, Cybersecurity, Business Services, and expand to bring new industries to the apprenticeship model. 3) Develop and utilize innovative approaches to significantly increase apprenticeship opportunities for all American workers, particularly underrepresented populations in apprenticeship including young people, women, minorities, veterans, including transitioning service members, and persons with disabilities to prepare for and successfully enter careers that provide long-term employment and family-sustaining wages in growing industries and occupations within local, state and regional economies.

Awarding FAIN: AP-35110-20-60-A-48

Federal Award Date: 7/1/2020

Total Award Amount: 9,450,000.00

Description: State Apprenticeship Expansion

Agency: TEXAS WORKFORCE COMMISSION

CFDA Description: 17.285 The objectives for Registered Apprenticeship grant funding are to: 1) Build Registered Apprenticeship into a mainstream education and career pathway option to help the country maintain its prominence in building the strongest, most adaptable, and most credentialed workforce in the world. 2) Support integrated, 21st Century apprenticeship strategies which keep pace with industry demand for new programs, including apprenticeships in both traditional industries, but also in non-traditional industries such as, IT, Healthcare, Advanced Manufacturing, Skilled Trades, Cybersecurity, Business Services, and expand to bring new industries to the apprenticeship model. 3) Develop and utilize innovative approaches to significantly increase apprenticeship opportunities for all American workers, particularly underrepresented populations in apprenticeship including young people, women, minorities, veterans, including transitioning service members, and persons with disabilities to prepare for and successfully enter careers that provide long-term employment and family-sustaining wages in growing industries and occupations within local, state and regional economies.

		CFDA: 17.285			
Grant Number:	Local Board Area:	Apprenticeship Grants		Total Award	Indirect Rate
1321ATG001	Heart of Texas WDB	\$	31,487	\$ 31,487	N/A
Total by CFDA		\$	31,487	\$ 31,487	
Research and Development Award:	No				

REPORTING REQUIREMENTS

A Grantee will be required to submit the following reports to TWC on TWC supplied templates, including:

Monthly Expenditure Reports: Electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through TWC's on-line CDER system.

Monthly Data Reports: Submit by email monthly numbers on targets identified by TWC Grant Manager.

Quarterly Performance Reports (QPRs): QPRs provide regular updates towards the grant program goals. QPRs are due no later than ten (10) days after the end date of each quarter. QPRs must be submitted to the designated TWC Grant Manager by the due date. Quarters are defined as ninety (90) days, one hundred and eighty (180) days, two hundred and seventy (270) days and three hundred and sixty (360) days from the date of grant execution.

Ad-hoc Reports: Ad hoc reports, as requested, by TWC to meet the potential need for timely information during the grant term.

Financial Closeout Report: Electronically submit a financial closeout package through TWC's CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. If TWC renews a grant, TWC reserves its right to require a financial closeout package at the end of the initial grant period and at the end of each renewal, or another date specified by TWC.

Final Report: A Final Report must be submitted to the designated TWC Grant Manager regarding the grant outcomes. The Final Report is due not later than thirty (30) days after the grant end date. The Final Report shall include, but is not limited to:

1. a description of the project;
2. project goals outlined and achievements described;
3. review of the activities accomplished;
4. project obstacles encountered;
5. key stakeholders with contact information;
6. positive outcomes;
7. best practices;
8. areas needing improvement;
9. lessons learned;
10. sustainability strategy after the end of the project; and,
11. any other activities provided in the Applicant's proposal.

WORK PLAN

Request for Applications (RFA) 32021-00120

ApprenticeshipTexas Expansion Grant

Workforce Solutions for the Heart of Texas

SECTION 1. EXECUTIVE SUMMARY.

A clear and concise one (1) page summary of the project including: 1) name of organization or organizations (if applying as a consortium); 2) total funding requested; 3) brief project description; 4) number of employers engaged; 5) which of the state's prescribed targets the program supports (see Program Requirements); 6) number of New Apprentices added; 7) number of new RAPs to be created, if applicable; 8) number of existing RAPs to be expanded and how, if applicable; and 9) average cost per New Apprentice (cannot exceed two thousand dollars [\$2,000]).

1. Workforce Solutions for the Heart of Texas is the sole applicant and will collaborate with one local community college and five Trade Unions to effectively execute its proposed ApprenticeshipTexas Expansion project. Workforce Solutions collaborators include McLennan Community College (MCC); the International Brotherhood of Electrical Workers Local Union 72; Plumbers and Pipefitters Local Union 529; Iron Workers Local 482; Carpenters Local 429; and Sheet Metal Workers Local Union 67. Workforce Solutions will leverage its relationship with MCC and the Trade Unions to strengthen participation in Pre-Apprenticeship readiness training and to successfully execute the proposed ApprenticeshipTexas Expansion project.

2. The Total Funds requested is \$31,487.00.

3. The proposed ApprenticeshipTexas Expansion project will focus on expanding the number of participants entering a Registered Apprenticeship (RA) by providing training in the Multi-Craft Core Curriculum (MC3). This three-week, 120-hour training is a quality Pre-Apprenticeship Readiness training program that is nationally recognized and approved by the North America's Building Trades Unions (NABTU). The proposed project will train 17 participants, and at the successful completion of the training, each participant will have earned the MC3 Certificate of Completion from NABTU and continuing education credits from McLennan Community College (MCC).

Donations made from top tool suppliers in the United States, such as DeWalt and Milwaukee, will help to supplement grant funding and provide participants with additional needed support services to aid them in the successful completion of training and transition into a RA.

4. The Number of employers engaged are 17 employers from in and around the Heart of Texas region.

5. The proposed project supports the following state's targets: Advanced Manufacturing; Aerospace and Defense; Biotechnology, Life Sciences and Healthcare; Construction; Energy; and Petroleum Refining and Chemical Products.

6. The number of New Apprenticeships to be added is 17.

7. The proposed project focuses on expanding RA; thus, the proposed project does not anticipate any New RAPs to be created.

8. The number of existing RAPs to be expanded are five and they include: Electricians, Plumbers and Pipefitters, Sheet Metal Workers, Carpenters, and Structural Steel Workers.

9. The average cost per New Apprentice is: \$1,852.00.

SECTION 2. LABOR MARKET ASSESSMENT AND RESPONSE.

Describe the industry and labor market data analysis used to support the RAPs to be created or expanded, including: 1) occupation title; 2) Standard Occupational Classification (SOC) code; 3) industry; 4) projected starting wage; 5) projected number of jobs for each occupation in the region; 6) the needs of Underrepresented Populations in the local area; 7) number of New Apprentices expected to be trained for this occupation; and 8) number of new RAPs to be created or existing RAPs to be expanded for this occupation.

In addition to the items above, please complete the Projected Targets Table below. This table will be included in the scoring of the Labor Market Assessment and Response section.

PROJECTED TARGETS TABLE

TARGET	TOTAL NUMBER
New Apprentices	17
New RAPs	0
Expanded RAPs	5

1. According to data from the U.S. Bureau of Labor Statistics, key industries in the state are not able to find enough trained workers to fill vacant positions (*A Guide to Apprenticeship in Texas – Texas Workforce Investment Council June 2018 Report*). The need to attract and train workers in skilled crafts is needed to meet employer workforce needs and to support key industries that build local and state economies. Thus, the proposed ApprenticeshipTexas Expansion project will

support multiple key industry clusters identified by the TWC -Texas Industry Cluster Initiative, support multiple targeted industries and multiple occupations in the Heart of Texas region.

To help meet the workforce needs of the Heart of Texas region and of the state, the proposed project will provide quality Pre-Apprenticeship readiness training that supports seven (7) occupations that employers hire, are in-demand, and are targeted occupations in the Heart of Texas region. Table 1 below entitled *Labor Market Occupation Assessment* lists each of the occupations that are targeted in the proposed project. Each participant will gain exposure to these occupations and through the MC3 training will gain valuable skills that supports each of these occupations.

Table 1 – Labor Market Occupation Assessment

	1. Occupation Title	2. SOC	4. Projected Starting Wage	5. Projected # of Jobs in Region
1	Electricians	47-2111	\$16.14	630
2	Plumbers, Pipefitters and Steamfitters	47-2152	\$15.59	610
3	Heating, Air Conditioning and Refrigeration Mechanics and Installers	49-9021	\$13.55	430
4	Carpenters	47-2031	\$13.17	700
5	Structural Iron and Steel Workers	47-2221	\$16.86	20
6	Sheet Metal Workers	47-2211	\$13.31	120
7	Welders, Cutters, Solderers, and Brazers	51-4121	\$14.78	650

Source: TWC: LMCI Texas Workforce Development Area (WDA) Wages

2. Each occupation's Standard Occupational Code is listed in Table 1 above.

3. The proposed project will support 11 targeted industries in the Heart of Texas region. These targeted industries include:

- Aerospace Product & Parts Manufacturing;
- Architectural, Engineering and Other Services;
- Automotive Repair and Maintenance;
- Building Equipment Contractors;
- Cement & Concrete Product Manufacturing;
- Commercial and Industrial Machinery and Equipment (excluding Automotive and Electronic) Repair & Maintenance;
- General Medical and Surgical Hospitals;
- Machine Shops and Threaded Products Manufacturing;
- Specialized Freight Trucking;

- Utility System Construction; and
- Warehousing and Storage

In addition, the proposed ApprenticeshipTexas Expansion project will support multiple Texas key industry clusters that include:

- Advanced Manufacturing;
- Aerospace and Defense;
- Biotechnology, Life Sciences and Healthcare;
- Construction; Energy; and
- Petroleum Refining and Chemical

4. The projected starting wage for each occupation is listed in Table 1 above.

5. The projected number of jobs in the region for each occupation is listed in Table 1 above.

6. Workforce Solutions will build on its existing relationships with MCC and local Trade Unions to recruit participants from Underrepresented Populations to participate in this quality Pre-Apprenticeship Readiness training program. Underrepresented populations that the proposed project will focus on but not limited to are: Veterans, Ex-Offenders, Women, Minorities, Individuals with Disabilities, and Youth.

According to the TWC 2018 Report on the Transition from Military Service to Employment, Texas is home to over 1.7 million veterans and each year 22,000 to 28,000 military service members return to Texas or remain in Texas upon exiting the U.S. military. Given the Heart of Texas' proximity to Fort Hood (the largest Army base in Texas) from which thousands of military soldiers transition out of service each year, the need to assist those transitioning veterans is ever present. Because the proposed project focuses on multiple occupations and multiple RAs, Workforce Solutions provides veterans with a wealth of career options while they continue to build their technical skills and prepare to enter a RA.

The Prison Policy Initiative estimates that formerly incarcerated people are unemployed at a rate of over 27% - higher than the total U.S. employment rate during any historical period, including the Great Depression. Unemployed ex-offenders are often an untapped labor force pool, that with technical skills training, could help to fill the skilled workforce shortage. The proposed project would not only provide this population with Pre-Apprenticeship Readiness training but would also mentor and guide them into a RA. In addition, because the proposed project offers multiple occupations and RA options, this can appeal to the variety of interest.

Employment for women in apprenticeship programs continues to increase, at a slow rate. According to the Center for American Progress, "In 2017, 92.7 percent of those completing Registered Apprenticeships were men and 7.3 percent were women" making women much less likely to participate in apprenticeship programs than men. However, according to the National

Association of Women in Construction (NAWIC), “the gender pay is significantly smaller in construction occupations, with women earning on average 99.1 percent of what men make.” Thus, the data clearly demonstrates that there is a need to attract more women into RAs and by doing so, women can benefit financially.

Equally important is the need to attract more minorities into RAs. According to the United States Census Bureau (Population estimates, July 1, 2019), Blacks and Hispanics, outside of Whites, represent two of the largest ethnic groups in Waco, accounting for 21.2% and 32% of the population, respectively. However, according to the Center for American Progress, in fiscal year 2017, of individuals who completed RA programs, 10.7% were black or African American and little more than 16% identified as Hispanic or Latino. Thus, data demonstrates that the percentage of minorities participating in RAs represent half and less than half of these group’s population.

In the People with Disabilities: A Texas Profile report, provided by the Texas Workforce Investment Council, Texas was cited as having the second largest number of individuals with disabilities of all the states, representing 11.7% of the population. “Individuals with disabilities enhance workforce diversity and can offer employers unique skill sets and perspectives”. In addition, because “people with these attributes have the potential to strengthen the Texas labor market, individuals with disabilities are a valuable resource for Texas employers and the Texas economy” (People with Disability: A Texas Profile, Texas Workforce Investment Council). The need to assist this population gain Pre-Apprenticeship readiness training provides them with skills needed to enter a RA and provides employers with a much-needed skilled workforce.

Building the next generation of skilled workers is vital to Texas and to the Heart of Texas region. In Waco, the Heart of Texas region’s most populated county, the average age of Waco residents was 29 in 2017 (www.datausa.com). Thus, Waco has a relatively young population and is prime for aiding this labor force to gain the needed skills that employers need and want. The proposed project would provide an excellent entry-point into RAs and into higher wage careers.

7. The number of New Apprentices expected to be trained for these occupations is 17.

8. The number of existing RAPs to be expanded for these occupations is five and they include Electricians, Plumbers and Pipefitters, Sheet Metal Workers, Carpenters, and Structural Steel Workers.

SECTION 3. PROGRAM MODEL.

Provide a description of expansion activities for RAPs, including: 1) strategies to increase the number of New Apprentices including Underrepresented Populations in RAPs; 2) a plan to fund an Apprenticeship Navigator and how the Apprenticeship Navigator will support the creation of new RAPs, expansion of existing RAPs, and increasing New Apprentices in Texas; 3) a plan to

support employers and workforce stakeholders through an initial Apprenticeship Navigator onboarding training, awareness generation events, and conference participation; and 4) a plan to include the five core components of RAPs: direct business involvement, OJL, related instruction, rewards for skill gains, and a national occupational credential.

1. Building on its strong working relationship with local Trade Union collaborators will enable Workforce Solutions to develop and implement strategies to increase the number of New Apprentices including Underrepresented Populations into RAPs. As part of its outreach plan, Workforce Solutions will reach a diverse pool of potential training applicants that include underrepresented populations. The recruiting strategies of trade unions rely on specific industry skills and aptitudes that can be demonstrated by individuals from any background. Workforce Solutions will also outreach and engage community organization partners who serve these underrepresented populations. Through direct contact, and by providing these partners with information regarding Registered Apprenticeships and the opportunity to participate in the training to be offered, Workforce Solutions will be able to tap into these underutilized talent pools.

Workforce Solutions also has ongoing initiatives which connect underrepresented populations to its many resources and services. These initiatives will serve as additional opportunities to recruit training candidates from a diverse workforce. Working with local Texas Veterans Commission partners, Workforce Solutions will seek veteran candidates from the region and those transitioning out of service from nearby Fort Hood. Locally, Workforce Solutions hosts a targeted ex-offender hiring fair for individuals who are justice-involved and have continued efforts throughout the year to assist these individuals get a second chance. From this existing initiative, Workforce Solutions will work to recruit from this underrepresented population. Further, Workforce Solutions has access to the diverse population in the Heart of Texas region with a significant number of minorities as part of our workforce pool.

Workforce Solutions also works closely with Vocational Rehabilitation Services to provide inclusive work opportunities to individuals with disabilities. Outreach efforts to promote women in the workforce for occupations lacking representation by women allow Workforce Solutions to work with community organizations throughout the Heart of Texas region. Workforce Solutions existing partners and initiatives are in place to expose youth to traditional and non-traditional career pathways. These efforts reach elementary, middle school, high school and foster youth to enable them to experience new career opportunities. Each of these underutilized and underrepresented talent pools will have access to this proposed project's opportunity.

2. The Apprenticeship Navigator will be funded by the proposed project and will explore other successful projects throughout Texas to generate ideas that may lead to creating new Registered Apprenticeships. Many other workforce boards have been successful at creating new RAs and serve as examples of the expanded opportunities to go beyond traditional RAs. Strategic outreach in the business community will allow the Apprenticeship Navigator opportunities to

discuss the many benefits of Registered Apprenticeships with businesses in targeted industries with workforce needs in specific occupations.

Continued collaboration with local trade unions will enable the Apprenticeship Navigator to work on expanding existing Registered Apprenticeships. Being well informed about existing RAs goals, plans and outreach efforts will help the Apprenticeship Navigator to generate more opportunities to expand existing RAs. Using current initiatives, existing relationships and new community relationships will provide the Apprenticeship Navigator outlets to promote Registered Apprenticeships as additional career pathways to youth, veterans, ex-offenders, women, foster youth and minorities throughout the Heart of Texas region.

The Apprenticeship Navigator will incorporate Registered Apprenticeship into existing communications with these groups and all other groups served by Workforce Solutions for the Heart of Texas. In addition, Workforce Solutions will utilize its Business Solutions Team to support the efforts of the Apprenticeship Navigator by outreaching and promoting RAs to businesses and gauging business interest. The assistance of the Business Solutions Team to outreach businesses to participant in grant funded projects is an existing practice of Workforce Solutions. Through their business outreach efforts, Workforce Solutions has successfully implemented and executed teacher externships and student internship grant projects.

3. The Apprenticeship Navigator will further support employers and workforce stakeholders by:

- Participating in the TWC-hosted Apprenticeship Navigator onboarding training available to equip themselves with the knowledge, resources and tools to support employers and stakeholders;
- Conducting and hosting a minimum of one roundtable event bringing together key workforce stakeholders, including industry/employer partners. In addition, the Apprenticeship Navigator will look for opportunities in the business community to share RAs with employers through local chambers of commerce events, economic development corporation relationships and other informational sessions with business organizations;
- Coordinating awareness seminars, which may include career signing day ceremonies for new RAPs and recruitment events for Underrepresented Populations;
- Attending the Annual Apprenticeship Texas Conference and other similar events, when possible, to learn about other projects and initiatives that may be replicated in the Heart of Texas region; and
- Participating in monthly TWC-hosted meetings (either virtually and/or in person)

Through these combined efforts the Apprenticeship Navigator will seek to support the creation of new RAPs, expand existing RAPs, and increase the number of New Apprentices (including Underrepresented Populations) into RAPs.

4. The proposed ApprenticeshipTexas Expansion project will focus on expanding the number of participants entering a Registered Apprenticeship (RA) by providing training in the Multi-Craft Core Curriculum (MC3). This three-week, 120-hour training is a quality Pre-Apprenticeship Readiness training program that is nationally recognized and approved by the North America's Building Trade Unions (NABTU).

The nationally recognized Multi-Craft Core Curriculum (MC3) will be used to train the 17 participants and this comprehensive pre-apprenticeship training will prepare participants to successfully transition to Registered Apprenticeships.

It is important to note, that at the successful completion of training, each participant will have earned the MC3 Certificate of Completion from NABTU and continuing education credits from McLennan Community College (MCC). Thus, each participant will also receive an MCC Certificate of Completion and a college transcript that reflects their successful completion.

Workforce Solutions will build on its existing relationships with MCC and local Trade Unions to recruit participants to participate in this quality Pre-Apprenticeship Readiness training program. Pre-Apprenticeship readiness training programs are effective and important because they increase the number of candidates entering a RA, they increase the diversity of apprenticeship candidates, they provide access to a high-quality career pathway for individuals by exposure to multiple RAs, they prepare individuals to successfully transition into a RA, they often give participants a leg up when starting a RA program, and they increase retention rates in RAs.

Through the MC3 Apprenticeship Readiness program, participants will be introduced to multiple building trades, will tour multiple RA program offerings conducted by the project's Trade Union collaborators, will gain the knowledge and skills that support key industries and occupations, and will also learn the how-to's of applying for a RA and apply to Registered Apprenticeship program. In addition, to help participants succeed, the project's Trade Union collaborators will provide participants with mentoring and coaching throughout the training and into their Registered Apprenticeship.

Supportive Services provide in part by grant funding, such as Safety Steel Toe boots and a portion of the cost of a Small Tool Bag, will be provided to participants successfully completing the training. Furthermore, donations made from top tool suppliers in the United States, such as DeWalt and Milwaukee, will help to supplement grant funding and provide participants with additional needed support services. In addition to supplementing the total cost of a Small Tool Bag, top tool suppliers will also donate Safety Eyeglasses, Safety Gloves, and Tape Measures to each participant. The estimated in-kind contribution is \$480.00. Top tool suppliers will also conduct, at no cost, a Tool Use Safety training for each participant. Thus, each participant will earn an additional certificate of completion in Tool Use Safety Training. Supportive Services, whether provided by grant funds or through donations, are incorporated into this proposed project to aid participants in the successful completion of training and transition into a RA.

The proposed project will also include the five core components of a Registered Apprenticeship in coordination with Workforce Solutions' project collaborators. Through our working

relationship with local Trade Unions collaborators, direct business involvement will occur to support the expansion of RAs. Workforce Solutions and Trade Union collaborators will work together to transition the participant into a RA with a local business. After completing the MC3 training, trainees will be able to apply to a validated Registered Apprenticeship with one of the participating local unions. Each union engages in its respective Registered Apprenticeship by trade, occupation and industry. These RAs are validated by the U.S. Department of Labor and have the five core components.

Related instruction is provided by instructors from the unions' resources who teach the theory and applications components. Each Registered Apprenticeship has an annual reward for skills gains in the form of pay rate raises for successful completion of the apprenticeship year. After completion of the Registered Apprenticeship, apprentices will receive a national occupational credential in their respective field that they can carry with them anywhere in the United States.

SECTION 4. PARTNER PROGRAM OUTREACH AND COORDINATION.

4. PARTNER PROGRAM OUTREACH AND COORDINATION – 25 points

Describe engagement efforts by the Apprenticeship Navigator and other staff that will support developing new and expanding existing RAPs, including outreach and engagement with employers, education and training institutions, and key workforce partners. Please include: 1) outreach efforts to educate Texas-based businesses about the RAP model, to include information on the [DOL Toolkit: Building Registered Apprenticeship Programs](#) and other related resources as needed; 2) a plan for coordinating with local organizations to ensure New Apprentices have access to additional services to assist them with their specific education, training, and workforce goals, including Workforce Solutions Offices, Vocational Rehabilitation Offices, Adult Education and Literacy Providers, and Texas school districts and other Local Education Agencies; 3) a plan to coordinate with other organizations that can support the expansion of RAPs; and 4) a plan to create, as needed, accessible, digital formats of curriculum products developed under this grant for purposes of TWC's repository collection.

1. Workforce Solutions for the Heart of Texas currently promotes Registered Apprenticeship through the efforts of the Manager of Business & Industry Initiatives and the outreach efforts of the Business Solutions Team. Two very active RAs in our region which are operated by two local unions routinely provide Workforce Solutions with information packets that Workforce Solutions uses to initiate conversations with local businesses in our region regarding Registered Apprenticeship opportunities. Workforce Solutions Board staff the Business Solutions team also

use resources from the U.S. Department of Labor, such as the DOL Toolkit, to discuss the Registered Apprenticeship model. Registered Apprenticeships will also be promoted to community partners working with local businesses and may include chambers of commerce, economic development corporations and business alliances.

2. Workforce Solutions currently has a process in place to assist first year apprentices with supportive services through qualifying WIOA services. These supportive services will continue to be available as a resource for new apprentices and will be promoted to all new apprentices working with the five Registered Apprenticeships identified in this grant. Through our existing strong working relationships with our partners in Vocational Rehabilitation, Adult Education and Literacy, local school districts and higher education entities, Workforce Solutions will be able to coordinate referrals to additional resources and services available through these partners.

3. Workforce Solutions will work with local unions to continue to promote Registered Apprenticeships by distributing literature, making literature available at area Workforce Centers, and mentioning this valuable option at community presentations including Rapid Response orientations. Registered Apprenticeships will also be promoted to our school district partners and to their Career and Technology Education programs.

4. Currently, we do not foresee any creation of curriculum for this project. If curriculum is created, it will be made available in a digital format. However, Workforce Solutions will create outreach materials that promote the benefits of Registered Apprenticeships as a means of expanding RAs and increasing the number of New Apprentices in Texas. Outreach materials will be promoted through social media platforms and printed materials will be made available for distribution. All materials will be available and accessible in print and digital format.

SECTION 5. PROGRAM ADMINISTRATION PLAN.

5. PROGRAM ADMINISTRATION PLAN – 30 points

Describe the Applicant's plan for administering the program, including: 1) how strategies to increase the number of New Apprentices enrolled in RAPs will be implemented; 2) how strategies to develop new or expanded RAP training programs will be implemented; 3) the roles and responsibilities of each organization involved in the new or expanded RAP; 4) the roles and responsibilities of Applicant staff (including Consortium partners) working on this program (must include the Apprenticeship Navigator); 5) identified barriers to the program in the region and how these will be addressed; 6) a tentative implementation timeline for the project; and 7) how any additional sources of funding will support the described plan.

1. Workforce Solutions will implement strategies for expanding New Apprentices into RAPs through the following:

- Leverage its relationships with MCC and the Trade Unions to collaboratively recruit a diverse pool of potential training applicants that include underrepresented populations into RAPs
- Provide participants with mentoring, coaching, and guidance as part of the MC3 training that will aid them in successfully completing this Pre-Apprenticeship readiness training and successfully transition to RAPs
- Provide participants with guidance on how-to apply for a RAP and aid them in applying to RAPs
- Provide participants with tours of RAPs so that they can gain a greater understanding of the different RAPs available to them
- Provide participants with supportive services that will aid them in the successful completion of training and successful transition to a RA
- Provide participants with certificates of completion, from MC3 and MCC, which will provide the participant with a sense of accomplishment and a boost of confidence to continue into a RAP
- Expose participants to multiple occupations and RA options which can appeal to the variety of interests
- Provide participants with an opportunity to take the MC3, which is a nationally recognized quality a Pre-apprenticeship training. This training increases the participant's skills and knowledge and gives them a leg up when starting a RAP
- Develop print and digital collateral that promote the benefits of RAs and promote successfully stories about participants completing the MC3 training and transiting to a RAP
- Host and promote awareness events, such career signing day, to create awareness about RAs

2. Workforce Solutions will implement strategies to develop new or expanded RAP training programs through the following:

- Leverage its relationships with the Trade Unions to collaboratively work together to develop new or expanded RAP training programs
- Develop outreach materials to be used to engage businesses on the benefits of RAs that include local success stories

- Engage the Workforce Solutions Business Solutions Team to support the efforts of the Apprenticeship Navigator by outreaching and promoting RAPs to businesses and gauging business interest
- Host a One-Table event for key workforce stakeholders to increase awareness of RAPs and their benefits
- Implement 'Best Practices' to aid in the development of new and/or expanded RAPs
- Promote the benefits of RAPs through social media and printed materials

3. Workforce Solutions for the Heart of Texas is the sole applicant and will collaborate with one local community college and five Trade Unions to effectively execute its proposed ApprenticeshipTexas Expansion project. The roles and responsibilities are as follows:

Workforce Solutions for the Heart of Texas will:

- Oversee and manage TWC grant deliverables and reporting to include fiscal component
- Will promote the MC3 training opportunity and recruit potential participants
- Collect and maintain participant eligibility documentation
- Provide Supportive Services for participants
- Continue efforts to develop new or expanded Registered Apprenticeship
- Develop and promote printed and digital collateral

Local Trade Unions will:

- Will promote the MC3 training opportunity and recruit potential participants
- Manage the MC3 training and serve as host site for the MC3 training
- Provide mentoring and coaching to participants
- Guide and assist participants in applying for RAs and enter as New Apprentices in their respective RA
- Secure the Tool Use Safety Training (to be provided as a donation) and ensure training is conducted
- Secure additional Support Services donations such as: donated Safety Eyeglasses, Safety Gloves, and tape measures, and partial donation of the total cost of a Small Tool Bag for each participant
- Ensure that each participant that successfully completes the training receives the MC3 Certificate of Completion

- Continue efforts to develop new or expanded Registered Apprenticeship

McLennan Community College will:

- Manage and collect all documentation needed to issue continuing education credits for each participant
- Ensure that each participant that successfully completes the training receives the MCC Certificate of Completion
- Maintain each a college transcript that reflects their successful completion for each participant that successfully completed the MC3 training

4. The Apprenticeship Navigator is the sole Applicant staff for this proposed project. The Apprenticeship Navigator will be responsible for:

- Participating in the TWC-hosted Apprenticeship Navigator onboarding training
- Conducting and hosting a minimum of one roundtable event bringing together key workforce stakeholders, including industry/employer partners.
- Coordinating awareness events, such as career signing day ceremonies for new RAPs and recruitment events for Underrepresented Populations;
- Attending the Annual Apprenticeship Texas Conference
- Participating in monthly TWC-hosted meetings (either virtually and/or in person)
- Overseeing and manage grant deliverables and expenditures
- Coordinating and collaborate with local Trade Unions and MCC
- Supporting the creation of new RAPs, expansion of existing RAPs, and increasing New Apprentices in Texas
- Promote and recruit potential participants to participant in the proposed project
- Collect, verify and maintain eligibility documents of participants
- Coordinate additional supportive services from other funding sources such as WIOA

5. Identified barriers in the Heart of Texas region include the COVID precautions in place which limit large gatherings therefore limiting key opportunities to promote this program to potential candidates. To overcome this barrier, smaller gatherings will be targeted and all available virtual opportunities to address businesses, organizations and candidate pools will be fully taken

advantage of on a regular basis. The possibility of businesses and apprentice candidates being too unfamiliar with Registered Apprenticeships can also be a barrier. This barrier will be overcome through educating all parties and continuous outreach efforts to flood our region with valuable and useful information directing attention to Registered Apprenticeships.

6. The timeline for the proposed project is as follows:

- March 2021 – Pre recruiting of potential participants for proposed project
- April 2021 – MC3 training to be provided
- May 2021 – Participant applications for RA due
- June – July 2021 – Apprentice interviews begin
- July 2021 – Career Signing Day Awareness Event
- August 2021 – Participants begin their respective Registered Apprenticeship program

Other activities such as the conducting and hosting of a round-table event and promoting of new and expanded RAPs will be scheduled sometime after the onboarding training of the Apprenticeship Navigator is scheduled.

7. Workforce Solutions anticipates that WIOA funding sources may be used to support eligible participants in the successful completion of the MC3 training and into RAs. In addition, Workforce Solutions anticipates that through the local Trades Unions additional in-kind support will be donated to support participants throughout the MC3 training and into their respective RAs.

**Texas Workforce Commission
ApprenticeshipTexas Expansion Grant
Request for Applications 32021-00120**

Applicant Name:	Workforce Solutions for the Heart of Texas		
Budget	10 Points		
<p>Instructions: Complete the BUDGET DETAIL FORM. Use whole dollar amounts. If charging an indirect cost rate, identify the indirect cost rate in the space provided below the BUDGET SUMMARY FORM (cell E20). Enter the total number of New Apprentices in the space provided below the Budget Summary Form (cell E21).</p> <p>All costs must be clearly linked to the activities described in the Application Response and must be within the expenditure limitations referenced in the RFA. Include only costs to be incurred during the grant period. For descriptions of administrative and program costs, refer to the "Admin & Program Descriptions" tab in this workbook. Refer to the "Unallowable Costs" tab for examples of unallowable costs. Refer to the "Cost Category Descriptions" tab for cost category descriptions and instructions.</p> <p>Administrative costs charged to this grant shall not exceed ten percent (10%) of the total grant funds expended, unless the explanation justifies that a higher administrative cost limit is necessary to facilitate recovery of allowable, allocable indirect costs resulting from an allowable indirect cost rate. Supportive services costs shall not exceed ten percent (10%) of the total grant funds expended.</p> <p>The Administrative Costs, Program Costs, and Total Funds will populate from BUDGET DETAIL FORM.</p>			
BUDGET SUMMARY FORM			
Cost Categories	Administrative Costs (Cannot exceed 10% of Total Funds Requested, except as specified above)	Program Costs	Total Funds (Administrative and Program Costs)
Personnel Salary/Wage	\$1,791		\$1,791
Fringe Benefits	\$327		\$327
Travel	\$0		\$0
Supplies	\$0		\$0
Contractual	\$1,020		\$1,020
Other	\$0		\$0
Apprenticeship Navigator		\$18,121	\$18,121
Curriculum Development		\$170	\$170
Related Technical Instruction		\$6,913	\$6,913
On-The-Job Learning		\$0	\$0
Support Services (Cannot exceed 10% of Total Funds Requested)		\$3,145	\$3,145
Total Funds	\$3,139	\$28,349	\$31,487
Indirect Cost Rate (if applicable to this grant):			0.00%
Total Number of New Apprentices:			17
Average Cost per New Apprentice ([Total Requested funds] divided by [Total New Apprentices]):			\$1,852

Texas Workforce Commission
ApprenticeshipTexas Expansion Grant
Request for Applications 32021-00120

Applicant Name:	Workforce Solutions for the Heart of Texas	
BUDGET DETAIL FORM		
Instructions: Provide the following for each column: <u>Cost Categories</u> : list the name and quantity of items; <u>Amount</u> : list the subtotal (whole dollars) for the row; <u>Budget Justification</u> : describe how the item directly relates to the activities in the Application Response.		
ADMINISTRATIVE COSTS:		
Cost Categories	Amount	Budget Justification
Personnel Salary/Wage <i>(Title and % of time charged)</i>	\$1,791	
Charged to Admin Pool	\$680	Process payables, budget management, expenditure review, time sheet processing and contract management.
Quality Assurance Coordinator/Equal Opportunity/504 Coordinator (2%)	\$1,111	Monitoring of grant project
Fringe Benefits <i>(Indicate by title of personnel listed above)</i>	\$327	
Charged to Admin Pool (18.27%)	\$124	Includes insurance, retirement, FICA, Workers Comp, etc.
Quality Assurance Coordinator/Equal Opportunity/504 Coordinator (18.27%)	\$203	Includes insurance, retirement, FICA, Workers Comp, etc.
Travel <i>(Purpose, location, number traveling, number of days of travel, etc.)</i>	\$0	
Supplies <i>(Tangible property, other than equipment, used to carry out administrative activities)</i>	\$0	
Contractual <i>(Contractual services (e.g., subgrants, subcontracts, employment services, stipends, utilities, telephone, space rental) used to carry out administrative activities)</i>	\$1,020	
Fiscal Monitor	\$900	Monitoring of grant project
Fiscal Monitor	\$120	Travel to conduct monitoring grant project
Other <i>(Other costs to carry out administrative activities)</i>	\$0	
Administrative Costs Sub-Total	\$3,139	

**Texas Workforce Commission
ApprenticeshipTexas Expansion Grant
Request for Applications 32021-00120**

Applicant Name:	Workforce Solutions for the Heart of Texas	
BUDGET DETAIL FORM (continued)		
Provide the following for each column: <u>Cost Categories</u> : list the name and quantity of items; <u>Amount</u> : list the subtotal (whole dollars) for the row; <u>Budget Justification</u> : describe how the item directly relates to the activities in the Application Response.		
PROGRAM COSTS:		
Cost Categories	Amount	Budget Justification
Apprenticeship Navigator <i>(Costs as it relates to personnel, outreach, meeting events, specifically usage space and in-state travel allowances)</i>	\$18,121	
	\$15,110	Salary cost for the Apprenticeship Navigator at .30 FTE
Apprenticeship Navigator Fringe Benefits at 18.27%	\$2,761	Fringe Benefit cost for the Apprenticeship Navigator at .30 FTE
Apprenticeship Navigator Travel	\$250	Travel associated with performing duties of the grant such as travel associated with training, outreach and awareness to businesses for the expansion of apprenticeships, engaging stakeholders, and travel associated participant outreach and observing participant training.
Curriculum Development <i>(Title of training program and time and effort involved in development, enhancement of curriculum)</i>	\$170	
McLennan Community College - Continuing Education Credits	\$170	McLennan Community College will provide continuing education credits and issue Certificates of Completion for each participant at \$10 per apprentice.
Related Technical Instruction <i>(As it relates to classroom instruction (e.g., instructor wages, tuition and fees, and books and training materials) for project participants)</i>	\$6,913	
Pre-Apprenticeship: Multi-Craft Core Curriculum (MC3) Training	\$3,213	MC3 Training Cost for 17 participants at \$189.00 per participant. The International Brotherhood of Electrical Workers Local Union 72 will manage the MC3 Training provided to participants.
Pre-Apprenticeship: Student/Participant Consumable Materials	\$1,700	Related Technical Instruction Cost for student consumable materials needed for each participant taking the MC3 training. Student/Participant consumable materials will be used to practice with and to enhance learning. Student/Participant consumable materials cost of \$100 per participant at 17 participants. The International Brotherhood of Electrical Workers Local Union 72 will manage the consumable materials needed for each participant taking the MC3 training.
Subrecipient Costs - International Brotherhood of Electrical Workers Local Union 72	\$2,000	Space Rental cost associated with conducting the MC3 Training at The International Brotherhood of Electrical Workers Local Union 72.
On-the-Job Learning <i>(Reimbursement (up to 50 percent) for a portion of the costs associated with training new apprentices for the agreed-upon training period.)</i>	\$0	
Supportive Services <i>(As it relates to assistance (e.g., uniforms, toolkits, licenses, certificates) needed by participants to continue with their career pathway training and employment needs) (Cannot exceed 10% of total funds requested.)</i>	\$3,145	
Safety Steel Toe Boots	\$2,550	Support Service cost for Safety Steel Toe boots needed for participants to continue into their Registered Apprenticeship program and employment. Safety Steel Toe Boot cost of \$150 per participant at 17 participants.
Small Tool Bag	\$595	Support Service cost for Small Tool Bags needed for participants to continue into their Registered Apprenticeship program and employment. The actual cost of a Small Tool Bag cost is \$100, however, the cost will be supplemented by donations from top tool suppliers such as DeWalt and Milwaukee. Thus, the cost per Small Too Bag charged to the grant is a fraction of the total cost. Small Tool Bag cost of \$35 per participant at 17 participants.
Program Costs Sub-Total	\$28,349	
(Administrative and Program Costs)	\$31,487	

Certificate Of Completion

Envelope Id: EB81F81A45354DBA87124829BE0A4097

Status: Completed

Subject: Please DocuSign: 1321ATG001 HOT.pdf

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Source Envelope:

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Courtney Arbour

courtney.arbour@twc.state.tx.us

Workforce Development Division Director

TWC - Workforce Development Division

Security Level: Email, Account Authentication
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Courtney Arbour

Signature Adoption: Pre-selected Style

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Sent: 3/25/2021 1:15:47 PM

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Accepted: 5/29/2018 7:01:43 AM

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Eunice Fernandez

Eunice.fernandez@hotworkforce.com

Security Level: Email, Account Authentication
(None)

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Using IP Address: 107.77.218.195

Sent: 3/25/2021 1:18:38 PM

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Signed: 3/25/2021 1:56:03 PM

Electronic Record and Signature Disclosure:

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Anthony Billings

anthony.billings@hotworkforce.com

Executive Director

Security Level: Email, Account Authentication
(None)

Anthony Billings

Signature Adoption: Pre-selected Style

Using IP Address: 173.173.55.213

Signed using mobile

Sent: 3/25/2021 1:56:05 PM

Viewed: 3/25/2021 4:00:14 PM

Signed: 3/25/2021 4:00:26 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2018 1:50:28 PM

ID: 429b447a-00a6-4421-9172-b9f12845d13a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2021 1:15:47 PM
Certified Delivered	Security Checked	3/25/2021 4:00:14 PM
Signing Complete	Security Checked	3/25/2021 4:00:26 PM
Completed	Security Checked	3/25/2021 4:00:26 PM
Payment Events	Status	Timestamps
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