

TEXAS WORKFORCE COMMISSION (TWC)

GRANT AWARD AGREEMENT

TWC Award Number	0822EBC001
Grant Program Title	Entrepreneurship Bootcamp
Award Amount	\$18,576.00
Grantee Name	
Workforce Solutions East Texas Board	
Period of Award	
This Grant Award Agreement shall begin the later of July 5, 2022 or the date upon which it has been signed by both parties, and shall terminate on June 30, 2023 , unless amended by mutual written agreement of the parties.	
Signature Authority	
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: <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	Texas Workforce Commission  <hr/> Courtney Arbour Director, Workforce Development Division Date: <u>5/20/2022</u>
Award Acceptance	East Texas Council of Governments  <hr/> Claude Figueroa Board Chair Date: <u>5/20/2022</u>  <hr/> David A. Cleveland ETCOG Executive Director Date: <u>5/23/2022</u>

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.

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

The following documents are incorporated herein by reference:

- Grantee's Application
- Request for Applications 3202200044, Entrepreneurship Bootcamp

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: Workforce Solutions East Texas Board

Executive Director

Name: Douglas G. Shryock	Mailing Address: 3800 Stone Road
Title: Executive Director	Street: 3800 Stone Road
Phone: 903-218-6425	City: Kilgore
Fax: 903-983-1440	County: Gregg
Email: doug.shryock@etcog.org	State, Zip: TX, 75662

Authorized RFA Point of Contact

Name: Douglas G. Shryock	Mailing Address: 3800 Stone Road
Title: Executive Director	Street: 3800 Stone Road
Phone: 903-218-6425	City: Kilgore
Fax: 903-983-1440	County: Gregg
Email: doug.shryock@etcog.org	State, Zip: TX, 75662

Financial Contact

Name: Monty Scroggins	Mailing Address: 3800 Stone Road
Title: Fiscal Grant Manager	Street: 3800 Stone Road
Phone: 903-218-6446	City: Kilgore
Fax: 903-983-1440	County: Gregg
Email: monty.scroggins@etcog.org	State, Zip: TX, 75662

Grant Manager

Name: Gary Allen	Mailing Address: 3800 Stone Road
Title: Manager of Economic Development	Street: 3800 Stone Road
Phone: 903-218-6429	City: Kilgore
Fax: 903-983-1440	County: Gregg
Email: gary.allen@etcog.org	State, Zip: TX, 75662

Emergency Contact

Name: Douglas G. Shryock

Mailing Address: 3800 Stone Road

Title: Executive Director

Street: 3800 Stone Road

Phone: 903-218-6425

City: Kilgore

Fax: 903-983-1440

County: Gregg

Email: doug.shryock@etcog.org

State, Zip: TX, 75662

Fiscal Agent

Name: David A. Cleveland

Mailing Address: 3800 Stone Road

Title: Executive Director East Texas COG

Street: 3800 Stone Road

903-218-6400

City: Kilgore

Fax: 903-983-1440

County: Gregg

Email: david.cleveland@etcog.org

State, Zip: TX, 75662

WORKFORCE DEVELOPMENT AREA(S)

Please check all boxes that apply to indicate 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

SPECIAL FEDERAL AWARD TERMS AND CONDITIONS TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

Pursuant to OMB Uniform Guidance (2 C.F.R. Part 200) provisions at 2 C.F.R. §§ 200.101(b)(1) and 200.332(a)(2), these Special Federal Terms and Conditions for Temporary Assistance for Needy Families (TANF) grants pass through Terms and Conditions specific to the Federal award, which are not set forth elsewhere in this TWC grant award. These grant funds awarded by TWC must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this TWC grant award.

- 1. 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 the award.
- 2. Same-Sex Marriage Provisions.** In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. § 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

By "same-sex spouses," the U.S. Department of Health and Human Services (HHS) means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory

or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.

By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.

By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

3. **American-Made Equipment and Products.** This TWC grant award must be used in compliance with Section 507 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with the funds made available in this Act should be American-Made.

4. **Federal Funding Disclosure Statement.** This TWC grant award must be used in compliance with Section 508 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

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 recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money;
- (2) the dollar amount of Federal funds for the project or program; and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

5. **Pro-Children Act of 1994 Smoking Prohibitions.** In accordance with Title X, Part C of Public Law 103-227, the “Pro-Children Act of 1994,” (20 U.S.C. § 7183), smoking may not be permitted within any indoor facility (or portion of such facility) owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18) if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used inpatient drug or alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.

6. **Human Trafficking Provisions.** This TWC grant award is subject to the requirements in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104). The full text of this requirement is found on the HHS Web site at: <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

7. **Religious Activity Prohibitions.** Pursuant to 45 C.F.R. Part 87, this TWC grant award, subawards, or contracts under the TANF program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs.

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

8. **Construction Prohibitions.** Unless superseded by program-specific regulations, this TWC grant award may not be used for construction or the purchase of land.

9. **Telecommunications.** Title 2 C.F.R. §200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

a. Recipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Pub. L. 115-232, Section 889(f)(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment

and services, and to ensure that communications service to users and customers is sustained.

- c. See Pub. L 115-232, Section 889 for additional information.
- d. See also 2 C.F.R. §§ 200.216 and 200.471.

10. Changes in Micro-purchase and Simplified Acquisition Thresholds

The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2018 increased the micro-purchase threshold to \$10,000 and the Simplified Acquisition Threshold (SAT) to \$250,000. In addition, the NDAA FY2017 enables research institutions to request micro-purchase thresholds above \$10,000. However, these changes have not been codified in the FAR. As a result, through Memorandum M-18-18, the OMB issued an exception that allows the increased thresholds to be used pending codification in the FAR, effective June 20, 2018.

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) 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 either the Uniform Grant Management Standards (UGMS) or by the Texas Grant Management Standards (TxGMS) (as applicable);
- 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 either UGMS or TxGMS (as applicable);
- 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.

4.6 The OMB issued revisions to 2 C.F.R. Parts 25, 170, 183, and 200 (the UG) on August 13, 2020. These revisions are effective under grant awards that TWC finances with federal awards that federal awarding agencies issue on or after November 12, 2020, except for the amendments to 2 C.F.R. §§ 200.216 and 200.340, which were immediately effective on August 13, 2020. Note that under the revisions, the section numbering in the Uniform Guidance has changed in some instances.

4.7 Depending on the start date of the grant award, either UGMS or TxGMS applies. The Texas Comptroller of Public Accounts published TxGMS in November 2020. TxGMS, rather than

UGMS, will apply to TWC-issued grant awards that begin on or after January 1, 2022. Additionally, if TWC adds new funds to a TWC grant award that existed before March 1, 2021, TxGMS will apply to those new funds, to unobligated balances of earlier funds (if any) that continue to be available for the grantee to obligate under the award, and any subsequent additions of funds if:

- the new funds become available for obligation by the Grantee on or after January 1, 2022, and
- TWC does not specify that TxGMS will not apply.

The UGMS applies to TWC grant awards to which TxGMS does not apply.

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) 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) 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. The grant is subject to termination or cancellation, without penalty to TWC, either in whole or in part, subject to the availability of federal or state funds.

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 The Grantee agrees to provide twenty-five percent (25%) cash or in-kind leverage toward the program pursuant to the RFA and its Application.

1.8 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.

1.9 Administrative costs charged to this grant shall not exceed ten percent (10%) of the total final expenditures incurred under this grant.

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 calendar 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) 32022-00044.

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 31 U.S.C. § 1352. 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. Buy Texas

Applicant agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts

22. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Applicant certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Applicant's business. Applicant acknowledges that such a vaccine or recovery requirement would make Applicant ineligible for a state-funded contract.

23. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts granting direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, with certain foreign-owned companies) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2274.0102, Applicant certifies that neither it nor its parent company, nor any affiliate of Applicant or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

24. Cybersecurity Training

Applicant represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

25. Disaster Recovery Plan

An Applicant in possession of vital state records, as defined in Government Code Section 441.180(13), agrees that upon request of TWC, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.

26. Excluded Parties

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.

27. Complete and Accurate Information

Applicant represents and warrants that all statements and information provided to TWC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

28. 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 32022-00044, and the Application.

1. LEGAL APPLICANT NAME: Workforce Solutions East Texas Board

2. ADDRESS (include street address, and mailing address, if different): 3800 Stone Road, Kilgore, TX 75662

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

4. DUNS NO. (9-digit), if available: 30835190

5. FEDERAL TAX ID NO. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit):
17513272223

6. RECURRING TRANSACTION INDEX (RTI) No.: Click or tap here to enter text.

7. FILING NO. (Charter number assigned by Secretary of State): Click or tap here to enter text.

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). 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

Yes No

9. AUTHORIZED REPRESENTATIVE:

Name: Douglas G. Shryock

Title: Executive Director

Phone: 903-218-6425

Fax: 903-983-1440

Email: doug.shryock@etcog.org

10. SIGNATURE OF AUTHORIZED REPRESENTATIVE

 _____

11. DATE

_____ 03/02/23 _____

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES/CHOICES

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) 463-2222

Awarding FAIN: 2201XTANF

Federal Award Date: 10/1/2021

Total Award Amount: \$124,702,672.69

Description: Temporary Assistance for Needy Families (TANF)

Agency: Department of Health and Human Services - Administration for Children and Families

Assistance Listings Description (formerly 93.558 - To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating their own Tribal TANF programs to assist

CFDA Description): needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.

SUMMARY OF TEXAS WORKFORCE COMMISSION FINANCIAL AWARD TO GRANTEE

Budget Period* Start Date: 7/5/2022

End Date: 6/30/2023

Period of Performance* Start Date: 7/5/2022

End Date: 6/30/2023

*"Budget Period" and "Period of Performance" have the meanings defined in 2 C.F.R. § 200.1.

Assistance Listings Description (CFDA): 93.558 XX.XXX

Board Number:	8	Local Board Area:	East Texas	\$	18,576	\$	-	\$	Total Award	18,576
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REPORTING REQUIREMENTS

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.

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. The monthly financial report in this requirement is a fillable online report that designated grantee personnel will complete by logging into TWC's CDER system and keying monthly obligation, expenditure, program income, and, where applicable, leverage amounts for the grant award.

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 Application.

WORK PLAN

Request for Applications

32022-00044

Entrepreneurship Bootcamp

Workforce Solutions East Texas Board

SECTION 1. EXECUTIVE SUMMARY.

A clear and concise summary of the project

The Workforce Solution East Texas Board, working through Kilgore College, is requesting \$18,576 to offer a series of in-person and virtual Entrepreneurship Bootcamps in the fourteen county East Texas Workforce Development Area. The proposal is to provide four in-person bootcamps, with appropriate COVID-19 precautions in place. Preparation work to prepare facilities for in-person camps will occur during the week prior to each bootcamp. The Workforce Solutions East Texas Board and Kilgore College will partner with the Kilgore Economic Development Corporation and numerous other East Texas entities in presenting these Bootcamps. The Texas Workforce Commission Entrepreneurship Bootcamp grant represents an excellent opportunity to sustain and expand efforts by Kilgore College and the Workforce Solutions East Texas Board to equip underserved populations in East Texas with skills needed to successfully start-up and run their own businesses.

The Workforce Solutions East Texas Board and Kilgore College propose to deliver life-changing information and training to a total of 112 eligible business owners and prospective business owners by offering Entrepreneurship Bootcamps, in English and Spanish, during the course of the grant year July 2022-June 2023.

The proposal is to offer two face-to-face bootcamps in English; two face-to-face bootcamps in Spanish; one virtual, completely online bootcamp in English; and one virtual, completely online bootcamp in Spanish. Both virtual bootcamps will be delivered live, with chat, participant polling, and question-and-answer capability.

The face-to-face bootcamp will provide a total of 12 hours of instruction and training in: entrepreneurship, starting and financing a business; marketing, including the use of social media and tools for the digital age; financial literacy; successful modification of business processes in pandemic conditions, including the use of personal protective equipment, contactless services and working virtually; customer acquisition and contracting; basic bookkeeping; and human resources laws and essentials.

In addition to the in-person bootcamps, which will be offered at ADA-compliant locations with appropriate accommodation and sanitization procedures in place, one virtual Entrepreneurship Bootcamp will be offered online only, in English, and one virtual Entrepreneurship Bootcamp will be offered online only, in Spanish. Virtual bootcamps will provide 7 hours of instruction and training covering the same topics as the face-to-face session but in a compressed format that provides ample online resources and study materials to meet the camp's objectives.

In-person bootcamps will be offered at varying schedules to provide participant flexibility, and at least one each will be offered in Henderson, Longview and Kilgore. Virtual sessions will be open to eligible business owner and prospective business owners in the WSET 14-county region. Promotion of the virtual bootcamps will occur with the assistance of economic development corporations and chambers of commerce in the region, as well as Workforce Services Center Providers in the Workforce Solutions Development Area, and assistance from the East Texas Human Needs Network, East Texas Regional Development Company, Texas Workforce Commission Vocational Rehabilitation Services and area Junior Achievement offices.

SECTION 2. DEMONSTRATED EXPERIENCE.

Provide a description of the experience your organization has in administering, coordinating, and supporting In-person and Virtual training on a statewide scale, including:

1) creation and execution of In-person and Virtual training, training assessments, obtaining relevant training resources, and other related activities;

Kilgore College (KC) has been delivering face-to-face continuing education professional development and training through its Workforce Education division since the early 1970s and this division represents a significant share of the College's curriculum. Since the COVID-19 pandemic and even before it surfaced, Kilgore College has utilized best practices in the delivery of online-only courses, both credit and non-credit. With the assistance of a US Department of Education Title III "Strengthening Institutions" Part F research grant it received in 2017, KC has seen student success levels equal to those in face-to-face sections, thanks to its reliance on the Quality Matters metrics for instruction. In fact, courses designed or redesigned for the Title III grant employ access standards that exceed those prescribed by Quality Matters. Because KC and its faculty have been working with the Texas Virtual Academy at Hallsville (TVAH) to develop and implement credit instruction for dual credit students at the high school level, the institution made the decision to employ the most rigorous access standards known in higher education. To meet State standards for the courses offered through TVAH, KC works to comply with Web Content Accessibility Guidelines (WCAG) 2.1 for Americans with Disabilities Act compliant online content and uses the rigorous and engaging Stride K12 curriculum. Additionally, KC instructional designers and faculty work to comply with the National Standards

for Quality Online Learning. Employing these rigorous standards will ensure that content delivered for the online Entrepreneurship Bootcamp will be of utmost quality and accessibility.

Assessments will be administered at the beginning of each bootcamp to determine participants' familiarity with business principles. Assessments will be administered following each subject section to determine transfer of information to participants. A comprehensive post-bootcamp assessment will determine the level of comfort participants feel with the information that has been shared with them. Questions for quizzes will be mostly multiple choice and short essay. No more than two questions per exam will be true/false.

A post-bootcamp satisfaction survey will record participants' feelings about the camp and provide feedback opportunities for improvement of future bootcamps.

General learning outcomes for the bootcamp include the measure of competence in:

- Economic and Small Business Terminology
- Basic Accounting Practices
- E-Commerce Marketing
- Business Plan Basics
- Human Resource Basics
- Principles of Management
- Needs Statement and Loan Proposal Basics

Participants in the bootcamps will have access to an Entrepreneurs Resource Library within the Randolph C. Watson Library. The resource library includes content that can be accessed online and in person.

All the course material provided through the face-to-face and virtual entrepreneurship bootcamps will be provided in English and Spanish, with Spanish translation being provided to KC's bootcamp program by the Tyler Hispanic Business Alliance.

Although the state of Texas determines the service area for community colleges and thus Kilgore College's enrollment is primarily within these boundaries, KC does work with the Texas Virtual Academy at Hallsville and as such has designed and offered online courses to students from all over Texas. The Texas Virtual Academy at Hallsville is open to any high school student residing in Texas. KC also offers online and face-to-face dual credit courses in 21 area high schools. Additionally, KC operates the East Texas Police Academy, which provides pre-service and in-service training to law enforcement departments in 23 counties.

Additionally, the Workforce Solutions East Texas Board, through its workforce centers services provider, has offered job seeker workshops and virtual hiring events throughout the East Texas region. Webinars have been hosted to address business needs in partnership with our Economic Development and Agency partners.

2) creation of topics related to business creation, ownership, support, and expansion;

Kilgore College currently offers two courses related to entrepreneurship and business establishment: “Entrepreneurship and Economic Development (BUSG 1307)” and “Small Business Management (BUSG 2309).”

The two courses are targeted both for students pursuing business-related degrees and certificates at KC and for members of the community who wish to enroll in the classes as continuing education. The courses are part of two certificate programs (Culinary Arts and Business Management) and two Associate of Applied Science degree programs (Culinary Arts and Business Management).

Entrepreneurship and Economic Development (BUSG 1307) introduces the student to modern innovation and entrepreneurship, and the impact within and across the political, economic and social or household sectors that form our nation. This course provides history, theory and both the art and science related to the practice of entrepreneurship that is the driving force behind progress and growth of our nation. The student will understand how they fit in a world that is now dominated by innovation, intellectual property and entrepreneurship.

Small Business Management (BUSG 2309) takes the student through the necessary steps to create and launch a new for-profit or nonprofit enterprise in the state of Texas. The student actually builds a realistic marketing plan for a new and real product or venture. It’s a professional marketing plan that can be used during the solicitation of investment for a new or existing for-profit enterprise, or to solicit a gift for a new or existing nonprofit enterprise incorporated in Texas.

KC is currently designing course content for the remainder of the courses, preparing them for a launch in Summer 2022.

These courses are:

ACNT 1303 Introduction to Accounting I
MRKG 2312 e-Commerce Marketing
BMGT 1327 Principles of Management
HRPO 2301 Human Resource Management

The proposed face-to-face and virtual entrepreneurship bootcamps will incorporate content from each of these courses.

Participants in the bootcamps will also have access to an Entrepreneurs Resource Library, within the Randolph C. Watson Library. The resource library includes content that can be

accessed online and in person and will be made available to all participants whether registering for face-to-face or virtual bootcamps.

All the course material provided through the face-to-face and virtual entrepreneurship bootcamps will be provided in English and Spanish, with Spanish translation being provided to KC's bootcamp program by the Tyler Hispanic Business Alliance. A partner with the Workforce Solutions of East Texas Board and Kilgore College, the THBA will assist further by providing bilingual business professionals to provide Spanish content both virtually and in person.

4) entrepreneurship training planning and facilitation; and

Kilgore College is implementing a variety of entrepreneurship courses to be offered as part of a continuing education certificate program that will launch in Fall 2022. Each of the courses in the sequence are currently in design, and the Entrepreneurship Bootcamp will draw upon curriculum from each of these. Bootcamps will be offered at varying times, to offer flexibility (e.g., two consecutive Saturdays, 9-3, lunch provided; Friday 3-9 p.m./Saturday 9-3, lunch provided; Tuesday and Thursday nights for two consecutive weeks, 6-9 p.m.)

Because the Texas Governor's Office is conducting Small Business Forums across the state and will be in Kilgore on June 23 for one of these forums, the launch of the series of face-to-face and online bootcamps will be announced in conjunction with the Kilgore visit by the Governor's Office and via press release to be made available on this date, if so approved by the Texas Workforce Commission.

5) design and execution of pre- and post-training assessments (to measure program effectiveness).

In order to determine if we have created a conceptual link between training and meaningful outcomes, we will conduct pre-and post-training assessments. The pre-training assessment will consist of a 10-20-minute, open-ended questionnaire covering the trainee's current knowledge level in each topic area. In addition, trainee's will be asked in the questionnaire what they hope to achieve (goals/outcomes) by attending the workshop. Throughout the bootcamp, the instructor will conduct knowledge checks for each topic module, including written plans and skill observations. At the completion of the bootcamp, trainees will be asked to complete a post-training survey. The survey will include open-ended, concept-based questions related to each topic covered, along with specific questions regarding their goals, expectations and delivery of the materials and learning strategies. The pre and post-test answers will be reviewed and analyzed to determine if the training is aligned with the expected outcomes and goals. Adjustments will be based on this feedback.

SECTION 3. OUTREACH AND RECRUITMENT.

Provide an outreach and recruitment plan that includes strategies to:

- 1) encourage enrollment of Historically Underrepresented Populations
- 2) generate awareness of services among all potential stakeholders and program participants.

Kilgore College and the Workforce Solutions East Texas Board will work with Workforce Solutions East Texas, the Kilgore Economic Development Corporation, the Tyler Area Hispanic Business Alliance, the Longview Economic Development Corporation and other economic development entities in East Texas, the East Texas Human Needs Network, East Texas Regional Development Company, Texas Workforce Commission Vocational Rehabilitation Services, Tyler Hispanic Business Alliance, Junior Achievement and Kilgore Men and Women of Alliance to recruit prospective participants. KC and Workforce Solutions East Texas will also enlist the assistance of numerous community partners to outreach and recruit in-person workshop participants. The partners will be recruited to make referrals of their clients and customers using their regular approaches for recruitment and advertisement.

SECTION 4. BOOTCAMP ADMINISTRATION.

Describe the following:

- 1) a plan to administer In-person and Virtual Bootcamps (or exclusively Virtual Bootcamps if necessary, to mitigate the spread of Covid-19) to support entrepreneurial Texas residents;

The Workforce Solutions East Texas Board and Kilgore College will work with Aramark Facilities Services and contracted custodial services agencies affiliated with host sites to ensure that facilities are properly sanitized according to Center for Disease Control and Prevention (CDC) guidelines and that facilities utilized are safe, secure, accessible, and in compliance with the Americans with Disabilities Act (ADA). The Board and KC will work with the Henderson Economic Development Corporation and the Longview Chamber of Commerce to schedule in-person bootcamps in English and Spanish.

Kilgore College will work with its experienced and credentialed business faculty members to prepare curriculum, assign teaching faculty, recruit volunteer guest speakers and provide marketing and promotion to regional partners. A registration system for the bootcamps will ensure that participants: identify as current business owners or prospective business owners; are current Texas residents and eligible to participate; identify as to whether they are the guardian of a child under 18; identify as to any special accommodations needs as allowable under the Americans with Disabilities Act; and agree to accept the grant-funded waiver of a \$10 tuition fee.

Virtual bootcamps will occur after the in-house bootcamps and employ the same curriculum, using the learning management system Blackboard. Participants will be provided online access to the system and technical assistance will be available prior to and during the virtual bootcamps. This virtual platform can be used to offer the in-person bootcamps virtually if the COVID-19 situation dictates.

2) a plan to verify that attendees are residents of Texas;

Attendees must provide documentation of residence consistent with Temporary Assistance for Needy Families (TANF) guidelines verifying Texas residence. This will be a part of regular process for documenting basic eligibility, which will be conducted by Kilgore College staff and kept with the participant files.

3) a plan to verify that attendees are current business owners or are new entrepreneurs, and who are a guardian of a child eighteen (18) years old or younger;

Attendees must provide documentation of guardianship consistent with TANF guidelines verifying Texas residence. This will be a part of regular process for documenting basic eligibility, which will be conducted by Kilgore College staff and kept with the participant files.

4) a plan to provide supplies, materials and presentations to attendees, to include electronic availability;

Supplies and materials will be purchased (and copied as appropriate) by Kilgore College staff using grant funds. Presentations will be made by trained, credentialed professional faculty members as well as community expert presenters volunteering their services as a contribution to the project. Printed materials will be supplemented by electronic formats as needed.

5) for in-person bootcamps, a plan to ensure bootcamp facilities enable participants and instructors to access materials by Wi-Fi or another web access;

The facilities utilized will have wi-fi access.

6) a plan to deliver virtual bootcamps through a digital platform such as Zoom or WebEx, and ensure that those bootcamps cover the same content as any in-person bootcamps offered;

It is anticipated the virtual bootcamps will be offered using the Blackboard learning management system and Zoom. The content for the virtual bootcamps will be the same as for

the in-person bootcamps. It is anticipated the same credentialed KC faculty members and community experts, but the volunteer presenters may vary.

7) a plan to ensure training facilities are safe, secure, accessible, and in compliance with the ADA;

All facilities used will be safe, secure and in compliance with ADA. If needed, Accessibility Surveys will be conducted pursuant to TWC guidelines. Coordination with partners to provide deaf and language interpreters, special needs, closed caption and visual needs as well as mobility needs will be addressed.

8) a plan to ensure training is conducive to adult teaching and learning using adult learning theory and principles;

Kilgore College incorporates the following rubrics in assessing student learning outcomes:

Creative Thinking

Critical Thinking

Oral Communication

Quantitative Literacy

Teamwork

Written Communication

9) a plan to ensure any Bootcamps last at least one (1) day and not less than seven (7) hours;

In-person bootcamps will be scheduled at varying times that offer participant flexibility. This may include two consecutive Saturdays, with lunch provided; a Friday night/Saturday combination, with Saturday lunch provided; or four evening classes of 3 hours duration. All bootcamps will last at least one (1) day and for not less than seven (7) hours.

10) a plan to provide both In-person and virtual bootcamps in English and Spanish; and

The Tyler Hispanic Business Alliance has agreed to provide translation services for the full curriculum. The THBA will also assist with scheduling Spanish-speaking presenters for all bootcamps, virtual and in-person.

11) how leveraged contributions will be used in operating the bootcamps.

The grant funding requested (\$18,577) will be leveraged by:

The provision of certificates

Graduate tracking conducted by KC staff during the year following bootcamp participation

The development of an in-person and a virtual Entrepreneurs Resource Library
In-Kind provision of facility use (Kilgore College, Henderson Economic Development District, Longview Chamber of Commerce)
Kilgore College curriculum development

In-kind leveraged contributions will equal 25% of the funding requested. The amounts for the proposed contributions are outlined in the Application Budget Workbook.

SECTION 5. BOOTCAMP EDUCATION.

Describe the following:

1) a plan to design and execute a curriculum of training in both English and Spanish;

Kilgore College's experienced and credentialed faculty will design the curriculum to meet the learning objectives described within the RFA and this application. The Tyler Hispanic Business Alliance will provide translation of all materials into Spanish.

2) topics relating to best practices and methodologies supporting small business creation and growth, that bootcamps will cover;

Kilgore College faculty will incorporate best practices and current methodologies in the establishment and growth of small businesses, particularly as related to business success in a pandemic environment with supply-chain challenges. Participants will: be encouraged to do their research while establishing product lines and customers; learn how to build a sales funnel; learn how to increase customer retention; learn how to practice corporate social responsibility; learn the importance of strategic partnerships; learn how to be flexible and innovative when dealing with scarcities within the supply chain; learn how to get ahead of manufacturing and transportation challenges; learn how to contract with state and federal government entities in response to a decline in small business government contracts during the pandemic; be provided strategies for expanding an online footprint; and learn how to use video marketing to expand their product or service awareness.

3) a plan to ensure attendees will learn how to write a business plan, apply for an EIN, legally apply for and structure a business, apply for business licenses, keep financial records, and manage a company website;

Curriculum within the bootcamps will provide information and exercises in how to write a business plan; how to apply for an EIN and legally apply for a structure of business; as well as how to apply for a business loan; how to apply for business licenses; how to keep proper financial records using accepted bookkeeping practices; and how to establish and maintain a company website.

4) a plan to ensure that all curriculum products are compatible for accessibility for people with disabilities; and

Kilgore College will ensure that curriculum designed and utilized for the bootcamps will meet accessibility guidelines for people with disabilities, as it is a general practice of all KC course creation.

5) a plan to ensure any curriculum developed for the bootcamp can be made available in a digital format to TWC upon request.

A learning management system shell for the bootcamps will be built within Blackboard. Curriculum will be saved to digital format for archive purposes and provided to the TWC.

SECTION 6. OUTCOMES AND MEASURES.

Complete the Outcomes and Measures table below:

Bootcamp Name	Bootcamp Location	Target Number of In-Person Participants	Total Number of In-Person Instructional Hours	Target Number of Virtual Camps	Total Number of Virtual Camps Instructional Hours
Kilgore College Entrepreneurship Bootcamp	East Texas Oil Museum, Kilgore College	16	12 per Participant – Total of 192 hours		
Kilgore College Entrepreneurship Bootcamp	Kilgore College Longview Hendricks Building	16	12 per Participant – Total of 192 hours		
Kilgore College Entrepreneurship Bootcamp	Henderson Economic Development Corporation	16	12 per Participant – Total of 192 hours		
Kilgore College Entrepreneurship Bootcamp	Longview Chamber of Commerce	16	12 per Participant – Total of 192 hours		
	Virtual			24	168
	Virtual			24	168

SECTION 7. BUDGET WORKBOOK

Instructions: Complete the Budget Workbook provided to describe how costs were determined and justified, and ensure costs are aligned to the program implementation plan and program operation plan. Do not alter the Budget Workbook formulas. Doing so may result in disqualification of the Application. New rows may be added as needed to outline program costs. All cells must be completed.

BUDGET WORKBOOK

Convert Budget Workbook to PDF and insert in this section.

**Entrepreneurship Bootcamp
32022-00044**

Applicant:
East Texas

BUDGET SUMMARY FORM

Maximum Budget Points: 10 Points

Cost Categories	Administrative Costs¹	Program Costs	Total Costs
Salary/Wage	\$873.00	\$0.00	\$873.00
Fringe Benefits	\$338.00	\$0.00	\$338.00
Travel	\$44.00	\$0.00	\$44.00
Supplies	\$72.00	\$0.00	\$72.00
Equipment	Not Applicable	Not Applicable	Not Applicable
Contractual	\$0.00	\$16,888.00	\$16,888.00
Other	\$361.00	\$0.00	\$361.00
Total Funds Requested	\$1,688.00	\$16,888.00	\$18,576.00

¹ Administrative Costs cannot exceed administrative cost limit.

Total Requested Amount:	\$18,576 This number is the official total budget requested
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Total Proposed Leverage: **\$4,645**

Indirect Cost Rate Percentage (if applicable): 21.23%
Type of indirect cost rate: Negotiated

End of Worksheet

**Entrepreneurship Bootcamp
32022-00044**

Applicant:

[Enter applicant name.]

BUDGET DETAIL FORM

Maximum Budget Points: 10 Points

PART A. INDIRECT COST RATE

1. Applying an indirect cost rate? Yes
 If answer is "Yes," complete questions 2 and 3 in the next two rows of this Part.
 If answer is "Yes," please list the total amount in the first row of "Other (Admin)."
2. Enter indirect cost rate, if applicable: 21.23%
3. Type of indirect cost rate: Negotiated

PART B. BUDGET DETAIL: ADMINISTRATIVE COSTS

Refer to the "Instructions" tab and other tabs for details.

Salary/Wages (Admin)	Subtotal:	\$873
Cost Items	Amount	Budget Justification
Salaries	\$873	Planning, Contract Administration
	\$0	
	\$0	
	\$0	

Insert Additional Rows Above

Fringe Benefits (Admin)	Subtotal:	\$338
Cost Items	Amount	Budget Justification
Fringe	\$152	fringe rate is 17.44%
Hospitalization, Pension, Medicare, SSI	\$186	
	\$0	
	\$0	
	\$0	

Insert Additional Rows Above

**Entrepreneurship Bootcamp
32022-00044**

Applicant:

[Enter applicant name.]

Travel (Admin)		Subtotal:	\$44
Cost Items	Amount	Budget Justification	
Travel	\$44	Local only, meet with project partners, attend bootcamps	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Supplies (Admin)		Subtotal:	\$72
Cost Items	Amount	Budget Justification	
Misc Supplies	\$72	Supports planning and contract administration	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Equipment (Admin)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
Not Applicable.	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Contractual (Admin)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

**Entrepreneurship Bootcamp
32022-00044**

Applicant:

[Enter applicant name.]

Other (Admin)		Subtotal:	\$361
Cost Items	Amount	Budget Justification	
Indirect costs (if any)	\$257		
Facilities, HR and IT Pools	\$104		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Total Administrative Costs	\$1,688
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PART C. BUDGET DETAIL: PROGRAM COSTS

Refer to the "Instructions" tab and other tabs for details.

Salary/Wage (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Fringe Benefits (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Travel (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

**Entrepreneurship Bootcamp
32022-00044**

Applicant:

[Enter applicant name.]

Supplies (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Equipment (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
Not Applicable.	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Contractual (Program)		Subtotal:	\$16,888
Cost Items	Amount	Budget Justification	
Contract with Kilgore College for Project Activities	\$16,888		
	Waiver of participant continuing education tuition	Maximum of 16 participants per bootcamp X \$10 = \$640	
	Participant working lunches	A maximum of 8 in-person bootcamp sessions, 16 participants, 2 presenters X \$12 per meal = \$1,728	
	Presenter salaries	\$30 per hour, 2 presenters per in-person bootcamp, X 4 bootcamps, X 12 hours per camp = \$2,880; plus 2 virtual sessions, 2 presenters each, X \$30 per hour X 7 hours = \$840 – \$3,720	
	Posters and fliers	\$500	
	Radio and social media advertising	\$7,500	
	Travel reimbursement	\$500	
	Supplies	\$2,300	

Insert Additional Rows Above

Other (Program)		Subtotal:	\$0
Cost Items	Amount	Budget Justification	
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		

Insert Additional Rows Above

Total Program Costs	\$16,888		
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**Entrepreneurship Bootcamp
32022-00044**

Applicant:

[Enter applicant name.]

TOTAL FUNDS REQUESTED¹	\$18,576
--	-----------------

¹ Administrative and Program Costs

End of Worksheet

**Entrepreneurship Bootcamp
32022-00044**

Applicant:
East Texas

LEVERAGE DETAIL FORM (NON-REIMBURSEABLE FUNDS)

Description (Cost Description, Contributor, Fund Source)	Type (Cash or In-kind)	Value
Provision of certificates	In-kind	\$640.00
Graduate tracking conducted by KC staff during the year following bootcamp participation	In-kind	\$640.00
Development of an in-person and a virtual Entrepreneurs Resource Library	In-kind	\$471.00
Provision of facility use	In-kind	\$2,000.00
Kilgore College curriculum development	In-kind	\$471.00
Participant Outreach assistance from partner organizations	In-kind	\$423.00
		\$0.00
		\$0.00
Total Proposed Leverage		\$4,645.00

Total Meets Leverage Requirement (Yes or No) **Yes**

End of worksheet.

Certificate Of Completion

Envelope Id: C722DFAF99694A79BA6AA2782287AE9D

Status: Completed

Subject: Please DocuSign: 0822EBC001East Texas.pdf

docSeqId:

docType:

Source Envelope:

Document Pages: 63

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

TWC Grant Signature

AutoNav: Enabled

101 E. 15th Street, Room 0154-B

Enveloped Stamping: Enabled

Austin, TX 78778

Time Zone: (UTC-06:00) Central Time (US & Canada)

TWC.GrantSignature@twc.texas.gov

IP Address: 204.65.0.21

Record Tracking

Status: Original

Holder: TWC Grant Signature

Location: DocuSign

May 16, 2022 | 11:13

TWC.GrantSignature@twc.texas.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Workforce Commission- Production

Location: DocuSign

Account

Signer Events**Signature****Timestamp**

Courtney Arbour

courtney.arbour@twc.texas.gov

Workforce Development Division Director

TWC - Workforce Development Division

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

courtney.arbour@twc.texas.gov

Using IP Address: 70.112.12.68

Sent: May 16, 2022 | 11:22

Resent: May 18, 2022 | 07:47

Resent: May 20, 2022 | 11:15

Viewed: May 20, 2022 | 11:31

Signed: May 20, 2022 | 11:31

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Monty Scroggins

monty.scroggins@etcog.org

Security Level: Email, Account Authentication
(None)**Completed**

Signed by link sent to monty.scroggins@etcog.org

Using IP Address: 174.197.64.235

Signed using mobile

Sent: May 20, 2022 | 11:31

Viewed: May 20, 2022 | 13:23

Signed: May 20, 2022 | 13:23

Electronic Record and Signature Disclosure:

Accepted: September 9, 2021 | 07:38

ID: f760ad2d-4ddb-49a1-8dd0-70ccce770c3d

Claude Figueroa

claude.figueroa@centerpointenergy.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

claude.figueroa@centerpointenergy.com

Using IP Address: 158.81.13.147

Sent: May 20, 2022 | 13:23

Viewed: May 20, 2022 | 13:34

Signed: May 20, 2022 | 13:34

Electronic Record and Signature Disclosure:

Accepted: May 20, 2022 | 13:34

ID: 972dd926-ff6a-45a9-b1cd-d0497111dca6

Signer Events	Signature	Timestamp
David A. Cleveland david.cleveland@etcog.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to david.cleveland@etcog.org Using IP Address: 209.107.186.18 Signed using mobile	Sent: May 20, 2022 13:34 Viewed: May 23, 2022 08:57 Signed: May 23, 2022 08:57
Electronic Record and Signature Disclosure: Accepted: May 23, 2022 08:57 ID: fd7587fc-bc8a-49f1-8a75-2eef3ec0121a		
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	May 16, 2022 11:22
Certified Delivered	Security Checked	May 23, 2022 08:57
Signing Complete	Security Checked	May 23, 2022 08:57
Completed	Security Checked	May 23, 2022 08:57
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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