



**TEXAS WORKFORCE COMMISSION (TWC)****GRANT AWARD AGREEMENT**

TWC Award Number	<b>2823SSD003</b>
Grant Program Title	<b>SKILLS FOR SMALL BUSINESS PROGRAM</b>
Award Amount	<b>\$21,000.00</b>
<b>Grantee Name</b>	
<b>Houston Community College System</b>	
<b>Period of Award</b>	
This Grant Award Agreement shall begin the later of <b>June 15, 2023</b> or the date upon which it has been signed by both parties, and shall terminate on <b>June 30, 2024</b> , unless amended by mutual written agreement of the parties.	
<b>Signature Authority</b>	
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"> <li>• execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and</li> <li>• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement.</li> </ul>	
<b>Agency Approval</b>	<b>Texas Workforce Commission</b>  <hr/> Mary H York Division Director, Outreach & Employer Initiatives Date: <u>5/30/2023</u>
<b>Award Acceptance</b>	<b>Houston Community College System</b>  <hr/> Cesar Maldonado, Ph.D. , P.E. Chancellor Date: <u>6/26/2023</u>

## **GENERAL TERMS AND CONDITIONS**

### **SECTION 1 - Legal Authority**

The Texas Workforce Commission (hereinafter identified as the Agency) 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. Pursuant to Texas Labor Code § 302.002(b), the Agency shall have the authority to enter into contracts and administer programs.

The Agency is the designated agency of this state to implement Texas Labor Code Chapter 303 and 40 Texas Administrative Code (TAC), Chapter 803.

### **SECTION 2 – Purpose**

**2.1** This grant award sets forth the responsibilities and obligations of the Agency, 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 Statements of Work.

**2.2** The Grantee and the Agency agree that:

**2.2.1** The purpose of the Skills Development Fund is to enhance the ability of public community and technical colleges and the Texas Engineering Extension Service (TEEX) to respond to industry and workforce training needs and to develop incentives for public community and technical colleges, TEEX, or community-based organizations only in

partnership with the public community and technical colleges or the TEEX, to provide customized assessment and training in a timely and efficient manner.

**2.2.2** The overall goal of the Skills Development Fund is to increase the skill level and wages of the Texas workforce.

**2.3** The parties agree that they share an obligation for accomplishing the goals and objectives set forth by federal or state funding sources.

### **SECTION 3 - Grant Performance**

**3.1** The Grantee understands that this grant award is not assignable. Notwithstanding any attempt to assign the grant, the Grantee shall remain fully liable for this grant award and shall not be released from performing any of the terms, covenants, or conditions herein.

**3.2** The Grantee agrees to perform under this grant award in accordance with these General Terms and Conditions (GTC) and the requirements established within the Statements of Work.

Services under this award shall be provided in compliance with:

**3.2.1** all applicable federal and state laws, regulations, and rules;

**3.2.2** all Agency policies and procedures or guidance materials incorporated herein by specific reference;

**3.2.3** the terms and conditions of this grant award; and

**3.2.4** appropriate federal and state licensing or certification requirements.

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

**3.4** The Grantee shall notify the Agency in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award.

(Key personnel are defined, for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experience are critical to the achievement of the objectives of this grant award.)

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

**3.6** Except with respect to defaults of sub-contractors, 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 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.

#### **SECTION 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 the Agency 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 the Agency shall be governed by and conform to the administrative requirements and the cost principles found in:
- 4.3.1** the Office of Management and Budget's (OMB) Uniform Guidance (UG) 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS);
  - 4.3.2** the Agency's Financial Manual for Grants and Contracts (FMGC); and
  - 4.3.3** any directives specified by Agency issuances except as otherwise specifically authorized by the Agency in writing.
- 4.4** The Grantee shall use generally accepted accounting principles and shall comply with the applicable cost principles and administrative requirements as recognized or defined in pronouncements issued by the American Institute of Certified Public Accountants or by other entities having similar generally recognized authority.

## **SECTION 5 - Rights in Data, Products, or Inventions**

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

- 5.2** Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency 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.
- 5.3** Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc., purchased, developed, or prepared by the Grantee with funds from this grant shall, at the option of the Agency, become the property of the Agency.

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

- 5.4** All data and rights necessary to fulfill the Grantee's obligations to the Agency under this grant award must be secured and obtained from its sub-contractors for any data or rights purchased, developed, or prepared with funds from this grant.

If a sub-contractor refuses to accept terms affording the Agency such rights, the Grantee shall promptly bring such refusal to the attention of the Agency.

- 5.5** The Agency 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 the Agency of such supplies or construction work.

- 5.6** The Agency retains a 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.

## **SECTION 6 - Prevention of Fraud**

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



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

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

**6.4** The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and sub-contractors are aware of the Agency'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.

**6.5** 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 the Agency shall retaliate against any person filing a report.

**6.6** Upon review of submitted reports, the Agency'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 sub-contractor, for action including, but not limited to, the following:

**6.6.1** further investigation;

**6.6.2** referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or

**6.6.3** other corrective action, as may be appropriate.

**6.7** When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation have been taken. After all associated legal and/or corrective action has been taken; the Grantee shall submit a final action report to the Office of Investigations.

## **SECTION 7 - Preventing Conflict of Interest**

**7.1** 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.

**7.2** 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.

**7.3** The Grantee assures that no member of its governing body shall participate in any decision relating to any sub-contract which affects his/her personal pecuniary interest or the interests of any:

- 7.3.1** employees or sub-contractors of the Grantee; or
  - 7.3.2** persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.
- 7.4** The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, sub-contractor, 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.

## **SECTION 8 - Grant Provisions**

- 8.1** The Grantee shall comply with the following:
- 8.1.1** Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
  - 8.1.2** Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;

- 8.1.3** Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
  - 8.1.4** The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
  - 8.1.5** The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
  - 8.1.6** Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq.;
  - 8.1.7** Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended;
  - 8.1.8** The rights and responsibilities for charitable and faith-based providers set forth in of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
  - 8.1.9** The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, set forth in Texas Labor Code §§ 302.151-302.153.
- 8.2** The Agency 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.

**8.3** The Grantee and any subcontractor shall insure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

**8.4** The Grantee shall make a reasonable effort to meet the state goal on sub-contracts 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.

## **SECTION 9 - Sub-Contractors**

The Grantee assures that the performance rendered by all sub-contractors 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 sub-contractors to comply with all requirements, as covered in this grant award.

## **SECTION 10 - Records: Retention, Confidentiality, and Access**

**10.1** The Grantee agrees to 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 the Agency. These supporting records and documents must be kept for a minimum of seven (7) years after final payment and all other pending matters are closed out.

**10.2** 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 the Agency's right of access to client case records or other information relating to clients served under this grant award.

**10.3** 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 grant award 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:

**10.3.1** the United States Department of Agriculture;

**10.3.2** the United States Department of Education;

**10.3.3** the United States Department of Health and Human Services;

**10.3.4** the United States Department of Labor;

**10.3.5** the Comptroller General of the United States;

**10.3.6** the General Accounting Office;

**10.3.7** the Auditor of the State of Texas;

**10.3.8** the Texas Higher Education Coordinating Board;

**10.3.9** the Agency; and

**10.3.10** other state and federal auditing agencies.

**10.4** Such rights to access shall continue as long as the Grantee retains the records.

**10.5** The Agency, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this agreement for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

## **SECTION 11 - Monitoring, Audits, and Evaluations**

**11.1** The Grantee shall supply to the Agency 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's UG, 2 C.F.R. Part 200, applicable at the time costs were incurred.

**11.2** The Agency 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 the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

**11.3** The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office, 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 State Auditor's Office or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.

**11.4** The Grantee shall develop and maintain a sub-contractor monitoring system, acceptable to the Agency, covering any sub-contract it awards from this grant award.

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

**11.5** The Agency reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any sub-contractor for services rendered under this grant award.

The Agency retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any sub-contractor before the monitoring and evaluation is concluded and the results are made a matter of record.



- 11.6** If a charitable or faith-based organization who is a sub-contractor 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 the Agency or its duly authorized representatives.
- 11.7** The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

## **SECTION 12 - Dispute Resolution**

- 12.1** 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.
- 12.1.1** To initiate the process, the Grantee shall submit written notice to the Agency'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 the Agency's evaluation of the Grantee's claim.
- 12.1.2** Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award nor the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

**12.2** 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.

### **SECTION 13 - Sanctions and Penalties**

**13.1** The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB's UG), if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

- 13.1.1** payment on a reimbursement basis;
- 13.1.2** withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- 13.1.3** additional and more detailed financial reporting;
- 13.1.4** additional project monitoring;
- 13.1.5** requiring the Grantee to obtain technical or management assistance;
- 13.1.6** establishing additional prior approvals; or
- 13.1.7** other conditions or restrictions appropriate to the circumstances.

- 13.2** 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 Agency 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.
- 13.3** The Grantee is an independent contractor and not an employee or agent of the Agency and as such indemnifies the Agency against all disallowed costs or other claims that may be asserted by any third party in connection with any training program or project funded subject to this grant award.
- 13.4** The Grantee shall be liable to repay to the Agency any funds not expended in accordance with this grant award, or determined to be expended in violation of the terms of this grant award and under OMB's UG applicable to educational institutions, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.
- 13.5** All repayment made by the Grantee to the Agency pursuant to Section 13.3 or 13.4 of this GTC shall be from non-federal funds.
- 13.6** The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover

such funds and any additional costs incurred by the Agency, including allowable interest.

## **SECTION 14 – Appeals**

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

## **SECTION 15 - Changes and Amendments**

- 15.1** 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.
- 15.2** 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.
- 15.3** To ensure effective performance under this grant award, all parties agree that the Agency 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.

- 15.3.1** 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 the Agency as if written herein.
- 15.3.2** Such Agency directives shall not alter the terms of this grant award so as to relieve the Agency 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.
- 15.4** The Agency reserves the right, at its sole discretion, to renegotiate the objectives, expected outcomes, budget, or performance period of this grant award if deemed necessary by the Agency to meet the purposes and goals of the Skills Development Fund.
- 15.5** The Agency 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 the Agency's continuing need for the services. The Grantee may submit a written request that the Agency consider a renewal or extension. Such written request must be received by the Agency no later than thirty (30) calendar days prior to the expiration of this grant award.

Except as specifically provided by Sections 15.1, 15.2, and 15.3 of this GTC, 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 Section 1.6 of Attachment B of this grant award.

- 15.6** In consideration of the grant award, the Grantee and the Agency agree that the Agency will periodically issue updates to Attachment A-1, Grant Training Objectives and Outcomes Information to add specific requirements and performance to the allowable services and activities of this project. Such periodic Attachment A-1 updates shall be incorporated into this grant award and shall be compiled in quarterly mutual written grant award amendments.

## **SECTION 16 – Termination**

- 16.1** This grant award may be terminated, in whole or in part, by the Agency whenever it determines that such termination is in its best interests.
- 16.2** The parties shall be discharged from any further obligations under this grant award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of termination if:
- 16.2.1** Skills Development Funds are not available;
  - 16.2.2** state laws or regulations are amended or judicially interpreted to render continued fulfillment of this grant award substantially unreasonable or impossible; or

**16.2.3** the parties are unable to agree on an amendment to enable continued performance under this grant award.

**16.3** When justified, either party may terminate this grant award for cause, pending completion of any reports or audits required by the Agency. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance. In the event of such termination, the Grantee shall be entitled to reimbursement for allowable expenditures up to the termination date of such grant award.

**16.4** Notwithstanding the Agency's exercise of its right of early termination of this grant award, the Grantee shall not be relieved of any liability for damages due to the Agency. The Agency may withhold payment to the Grantee on this grant award until such time as the exact amount of damages due to the Agency from the Grantee is agreed upon or otherwise determined by the Agency.

**16.5** This grant award is subject to termination or cancellation, without penalty to the Agency, either in whole or in part, subject to the availability of federal or state funds.

## **SECTION 17 – Certifications**

The Grantee certifies compliance with the federal, state, and Agency requirements set forth in Certifications (Attachment C) of this grant award.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**Attachment A**

**SKILLS DEVELOPMENT FUND**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
SKILLS FOR SMALL BUSINESS PROGRAM**

**STATEMENT OF WORK – PROJECT REQUIREMENTS**

**SECTION 1 – Project Abstract**

The Skills for Small Business (SSB) Program will provide training for small private businesses in the local area. Each participating business partner will select training courses for its new and/or existing employees that will contribute to the enhancement of the business' operations. The program will cover tuition and fee costs for course offerings provided by Houston Community College System up to \$1,800 in a 12-month period for a new employee and up to \$900 in a 12-month period for an existing employee. The approved business partners, job titles for training, and courses for this project will be specified in Attachment A-1 of this grant award by written amendment in accordance with Section 5.3 of this Attachment A.

**SECTION 2 – Applicable Grant Authorities**

- 2.1 The Agency funds this grant award under the authority of the General Appropriations Act, Texas Labor Code, Chapter 303, and 40 TAC, Chapter 803.
- 2.2 The Grantee assures and certifies that it possesses the legal authority to receive this grant award and the funds authorized by this grant award and to perform the required services under this grant award.

**SECTION 3 – Allowable Services/Activities**

Allowable services and activities under this grant award are those permitted in Texas Labor Code, Chapter 303 and the Skills Development Fund rules at 40 TAC, Chapter 803. The Grantee shall specifically perform the activities specified in all Attachment A-1, Grant Training Objectives and Outcomes Information updates and amendments issued for this grant award.

**SECTION 4 – Eligibility**

Participants must be employees of the contracted private business partner(s).



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**SECTION 5 – Award Specific Requirements and Performance**

- 5.1 The Grantee is responsible for all performance under this grant award.
- 5.2 The Grantee shall serve as Fiscal Agent and is responsible for the delivery of the services specified in the approved Grant Training Objectives and Outcomes Information as set forth in Attachment A-1 of this grant award, and any terms and conditions imposed and required by this grant award.
- 5.3 In consideration of the grant award, the Grantee and the Agency agree that the Agency will periodically issue updates to Attachment A-1, Grant Training Objectives and Outcomes Information, to add specific requirements and performance to the allowable services and activities of this project to be incorporated into this grant award. Such periodic Attachment A-1 updates shall be compiled in quarterly mutual written grant award amendments.

**SECTION 6 – Reporting Requirements**

- 6.1 The Grantee shall submit monthly an electronic version of the Trainee Information Form (TIF), including any of its subsequent revisions, uploaded into the Learner Outcome Tracking System (LOTS) by the 20<sup>th</sup> of the month following the month being reported. See Attachment A-2 of this grant award for a sample of the TIF. The designated Agency Contract Manager will provide the TIF to the Grantee electronically, under separate Agency correspondence. The Grantee shall conform to the reporting instructions and shall submit the completed TIF electronically to the designated Agency Contract Manager, as required in this section.

In addition, the Grantee shall conform to the instructions set forth in Workforce Development (WD) Letters 13-08 and 02-18 and any subsequent revisions to ensure the security and confidentiality of project participants' personal identity data.

- 6.2 The Grantee shall provide additional information as may be required by the Agency.
- 6.3 The specified reports shall be submitted to:

Marnie Otte, Contract Specialist III  
Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room 424-T  
Austin, Texas 78778-0001  
Phone: (737) 471-0928  
Email: [marnie.otte@twc.texas.gov](mailto:marnie.otte@twc.texas.gov)

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 6.4 The Grantee shall provide the designated Agency Contract Manager with a Closeout Report, no later than thirty (30) calendar days following the expiration of the grant award. The Closeout Report shall include:
- 6.4.1 a copy of any audits performed on the Skills for Small Business grant; and
  - 6.4.2 a completed electronic version of the final TIF.

**SKILLS FOR SMALL BUSINESS PROGRAM  
HOUSTON COMMUNITY COLLEGE SYSTEM**

**GRANT TRAINING OBJECTIVES AND OUTCOMES INFORMATION**

<b>Business Partner</b>	<b>Job Title</b>	<b>SOC Code</b>	<b>Hourly Wage</b>	<b>New Employee</b>	<b>Existing Employee</b>	<b>Training Provider</b>	<b>Approved Course Title and Section</b>	<b>CIP Code</b>	<b>Total Training Hours</b>	<b>Course Begin Date</b>	<b>Course End Date</b>	<b>Total Tuition and Fee Cost</b>	<b>Tuition and Fee Cost Funded by SSB</b>
						Houston Community College System							
<b>Total Tuition and Fee Cost Funded by the Skills for Small Business Program</b>													<b>\$0.00</b>

SAMPLE

Individuals may receive, review, and correct information that TWC collects about the individual by emailing to: oen.records@twc.state.tx.us or writing to TWC Open Records Section, 101 East 15th Street, Room 266, Austin, Texas 78778-0001

submitdate*	
beginndate*	
enddate*	
userid*	
contactemail*	
providerid*	
contractnumber*	
contractfunding*	

COURSE						
course-cipcode*	course-name*	course-start-date*	course-end-date*	course-hours*	is-course-credit-hrs*	is-course-self-paced*

BUSINESS-PARTNER		
business-partner-name*	business-partner-tax-id*	business-partner-ship*

OCCUPATION-DATA	
occ-cd*	job-title*

PARTICIPANT																																				
participant-id*	participant-first-name*	participant-middle-init*	participant-last-name*	participant-birth-date*	participant-mail-address*	participant-mail-city*	participant-mail-state*	participant-mail-zip*	base-child-care-eligibility*	participant-training-qualification-degree*	base-degree-earned*	participant-exit-status*	participant-exit-date*	participant-employment-status*	participant-employment-status*	participant-sec-code*	participant-job-title*	participant-hourly-salary*	employer-provided-health-benefits*	participant-hire-date*	participant-termination-date*	participant-funding-type*	participant-course-cipcode*	participant-course-name*	participant-course-start-date*	participant-course-end-date*	participant-course-credits*	participant-course-credits*	participant-course-completed-hours*	participant-course-status*	participant-course-self-paced*	participant-employer-name*	participant-employer-tax-id*	participant-employer-ship*		
123456789	Jane	S	Doe	03/03/2003	555 Main St	Austin	TX	78778	N	N	-	20	-	1	Y	435061	Warehouse Operator	8.30	Y	05/05/2005	-	GR 0641	52.0201	6 Sigma Basic	05/06/2006	06/10/2006	8	8	Y	ABC, Inc.	10111514	781334563				

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GRANT AWARD TERMS AND CONDITIONS

**Attachment B**

**SKILLS DEVELOPMENT FUND**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**SKILLS FOR SMALL BUSINESS PROGRAM**

**STATEMENT OF WORK – FINANCIAL REQUIREMENTS**

**SECTION 1 – Expenditure Limitations**

- 1.1 The Agency 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 Statements of Work and any attachments subject to the following provisions:
  - 1.1.1 The limitations established within the project budget document (Attachment B-1).
  - 1.1.2 The limitations on Total Tuition and Fee Costs Funded by the SSB Program established within the Grant Training Objectives and Outcomes Information (Attachment A-1).
  - 1.1.3 The Agency receives a verified statement, prepared in accordance with the requirements set forth by the Agency of current and/or projected expenditures incurred under this grant according to the instructions specified in the Agency's FMGC and additional Agency issuances.
  - 1.1.4 The Agency 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.
  - 1.1.5 The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs or the

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costs associated with the preparation of final closeout documents, unless approved in writing by an authorized representative of the Agency.

1.1.6 The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within thirty (30) 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 sectarian worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from subcontracting 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 the Agency'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 the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.

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

1.4.1 The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's subcontractor made the improper expenditure.

1.4.2 All repayments made by the Grantee must be from non-federal funds.

1.4.3 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.

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- 1.5 Responsibility for disallowed costs and other liabilities under this grant are as follows:
  - 1.5.1 First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.
  - 1.5.2 Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
  - 1.5.3 Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to the Agency.
- 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 Agency Contract Manager.
- 1.7 Final reconciliation of funding under this grant will be contingent upon the Agency's assessment of the Grantee's compliance with the provisions of Attachment A and all updates and amendments in Attachment A-1 of this grant.

**SECTION 2 – Obligation and Deobligation of Funds**

Notwithstanding the provisions of Section 15 of the GTC, the following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1 The Agency 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 The Agency, at its sole discretion, may at any time increase or decrease the total amount of funding under this grant in order to effectuate the purposes of the program.
- 2.3 The Agency 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.

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2.4 The Agency may deobligate awarded grant funds after notification to the Grantee and upon determination by the Agency that funds will not be spent in accordance with the terms of this grant.

**SECTION 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 20<sup>th</sup> day of each month through the Agency’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, the Agency’s FMGC, WD Letter 04-15, Change 2, and subsequent Agency issuances.

If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as follows:

<b>*Days Past Due</b>	<b>Grantee Notification</b>	<b>Copy to Commission</b>
1-day past due	Online Preparer and Certifier	Financial Systems & Reporting Unit
2-days past due	Chief Financial Officer	Chief Financial Officer
3-4 days past due	Grantee’s Top Official	Chief Financial Officer
5 days past due	Cash Draw Access Turned Off	

\* E-mail notifications will be sent to the individual that corresponds to the number of days that a report is past due as well as the individuals that received the notice on the prior day.

3.2 The Grantee shall electronically submit the contract closeout package through the closeout module of the on-line CDER system no later than 11:59 p.m. Central Time on the 30<sup>th</sup> day from the grant end date. The Grantee shall submit the contract closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72, the Agency’s FMGC, WD Letters 44-05 and 04-15, Change 2, and subsequent Agency issuances.



**SKILLS DEVELOPMENT FUND**  
**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**SKILLS FOR SMALL BUSINESS PROGRAM**  
**BUDGET**

PROGRAM SERVICES	EDUCATION AND TRAINING							TOTAL COSTS PER LINE ITEM
Personnel	\$0.00							\$0.00
Fringe Benefits	\$0.00							\$0.00
Travel	\$0.00							\$0.00
Equipment	\$0.00							\$0.00
Supplies	\$0.00							\$0.00
Contractual	\$0.00							\$0.00
Other	\$20,000.00							\$20,000.00
<b>TOTAL COSTS PER BUDGET CATEGORY</b>	<b>\$20,000.00</b>	-	-	-	-	-	-	
							Total Program	\$20,000.00
<b>ADMINISTRATION/OPERATING COSTS</b>							Total Administration	\$1,000.00
							<b>Total Grant</b>	<b>\$21,000.00</b>

**Attachment C**

**SKILLS FOR SMALL BUSINESS PROGRAM  
CERTIFICATIONS**

**SECTION 1–Texas Corporate Franchise Taxes**

Pursuant to Texas Tax Code, Chapter 171, Subchapter F, for-profit corporations that are delinquent in making state franchise tax payments shall forfeit their corporate privileges and the right to transact business in this state. The Grantee certifies that if the Grantee’s business entity is a for-profit corporation it is not delinquent in its franchise tax payments to the State of Texas.

**SECTION 2–Levies, Liens, and Unresolved Audit Exceptions**

The Grantee certifies that the business entity in this grant award has no outstanding debts that will result in liens or levies being placed on payments received from the Agency and that it owes no funds to the Agency, 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 the Agency.

**SECTION 3–State Assessment Certification**

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

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- 3.1.** The Grantee 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.
- 3.2.** The Grantee has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

**SECTION 4–Prohibited Bids and Contracts**

- 4.1.** Pursuant to Texas Government Code § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Texas Government Code § 2155.004, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.2.** Pursuant to Texas Government Code §§ 2155.006 and 2261.053, 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 bid or 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.

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Under Texas Government Code §§ 2155.006 and 2261.053, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**SECTION 5–Unfair Business Practices**

The Grantee certifies that the business entity in this grant award has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Grantee further affirms that no officer of the business entity in this grant award 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.

**SECTION 6–Texas Family Code**

The Grantee certifies that the business entity in this grant award is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that this grant award 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 Grantee's fiscal agent, (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the Grantee acknowledges that payments under the grant award may be suspended and/or the contract canceled.

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**SECTION 7–Restrictions on the Use of Certain Public Subsidies**

Pursuant to Texas Government Code § 2264.051, the Grantee certifies 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 Grantee 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 Grantee will enter into a written agreement with its subrecipient sub-contractors, 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 sub-contractors of the penalties that the sub-contractors 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. Code (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, the Agency has determined that if the Grantee is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Grantee can establish its own repayment interest rate when establishing an interest rate with any of its subrecipient subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by the Agency.

The Grantee's authorized representative understands and certifies that the following statements are true and correct:

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- 7.1.** that making a false statement is a material breach of contract and grounds for contract cancellation; and
- 7.2.** that after receiving a public subsidy, if the Grantee or its subrecipient's subcontractor is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay to the Agency the amount of the public subsidy with interest, at the rate of fifteen percent (15%).

**SECTION 8–Certification Concerning Dealings with Public Servants**

The Grantee 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 this grant.

**SECTION 9–Conflicts of Interest**

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

**SECTION 10–Compliance with Antitrust Laws**

The Grantee affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting grant award, neither the Grantee nor any representative of the Grantee has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm.

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Code Chapter 15; (2) in connection with this grant award, neither the Grantee nor any representative of the Grantee has violated any federal antitrust law; and (3) neither the Grantee nor any representative of the Grantee has directly or indirectly communicated any of the contents of the Proposal to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.

**SECTION 11–Compliance with Texas Government Code § 669.003**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, the Grantee certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency. The Grantee acknowledges that the grant may be terminated at any time, and payments withheld, if this information is false.

**SECTION 12–Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069**

The Grantee 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 Grantee 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.

### **SECTION 13–Prohibition on use of Appropriated Funds for Lobbying or Political Activities**

The Grantee represents and warrants that the Agency’s payments to Grantee and Grantee’s receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055 or 556.008 of the Texas Government Code.

### **SECTION 14–Buy Texas**

The Grantee 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.

### **SECTION 15–COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), the Grantee 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 Grantee’s business. The Grantee acknowledges that such a vaccine or recovery requirement would make the Grantee ineligible for a state-funded contract.

### **SECTION 16–Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, § 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 government entity for product warranty and support purposes, with certain



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foreign-owned companies) is applicable to a contract resulting from this grant, pursuant to Texas Government Code, § 2274.0102, grantee certifies that neither it nor its parent company, nor any affiliate of grantee 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 § 2274.0103, or (2) headquartered in any of those countries.

**SECTION 17–Cybersecurity Training**

The Grantee 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.

**SECTION 18–Disaster Recovery Plan**

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

**SECTION 19–Excluded Parties**

The Grantee 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.

**SECTION 20–Foreign Terrorist Organizations**

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The Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**SECTION 21–Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, the Grantee certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant award and acknowledges that this grant may be terminated and payment withheld if this certification is inaccurate.

**SECTION 22–Public Camping Ban Enforcement**

The Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If the Grantee is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the duration of this grant, the Grantee must immediately disclose the lawsuit and its current posture to the Agency.

**SECTION 23–Certification**

These certifications are a material representation of fact upon which reliance is placed when entering this grant award. Signature by an authorized representative of the Grantee and return of this document to the Agency are prerequisites for finalizing the grant award.

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Where the Grantee is unable to certify to any of the statements above, an explanation shall be attached.

The Grantee certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.