



# Request for Applications

Texas Reskilling and Upskilling through Education (TRUE)  
2023 Grant Program

2023-2024

Requisition ID: 00038

INQUIRY DEADLINE: 11:59 p.m. CT, October 25, 2023

APPLICATION DEADLINE: 11:59 p.m. CT, October 30, 2023

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# 1. OVERVIEW OF FUNDING OPPORTUNITY

## 1.1 PROGRAM TITLE

The Texas Reskilling and Upskilling through Education (TRUE) 2023 Grant Program.

## 1.2 SYNOPSIS OF PROGRAM

The TRUE 2023 Grant Program is established to support public higher education institutions to create, redesign and expand short-term workforce education and training programs in high-demand occupations. Developed and provided in collaboration with workforce stakeholders, these programs support credentials of value and strong employment outcomes.

The Texas Legislature established TRUE during the 87th Texas Legislature Regular Session, as codified in Texas Education Code §§ 61.881-.886. The Texas Legislature provided appropriations to provide grants to institutions to add capacity and meet regional workforce need during the Regular Session of the 88th Texas Legislature.

This Request for Applications (RFA) is for eligible applicants that will utilize TRUE Grants as follows:

- to provide training in existing, new, or redesigned accelerated programs that teach high-demand skills and lead to postsecondary industry certifications or other workforce credentials valued in growing occupations;
- to develop new industry-aligned, high-demand postsecondary industry certifications or other workforce credentials and certificate programs or other courses of instruction leading to those certifications or credentials that can be completed in six months or less;
- to redesign existing postsecondary industry certifications or credentials and certificate programs or other courses of instruction leading to those certifications or credentials to meet the standards under Subdivision (2) of the Texas Reskilling and Upskilling through Education (TRUE) Program statute;
- to expand institutional capacity to provide high-demand postsecondary industry certifications or other workforce credentials that are stackable in high-demand career pathways and address the needs of high-demand occupations identified by the Texas Workforce Commission or applicable local workforce development boards;
- to provide student aid awards to incentivize enrollment in and completion of industry-aligned, high demand postsecondary industry certification or other workforce credentials and certificate programs or other courses of instruction leading to those certifications or credentials; and

- to track and report necessary information on enrollment, credential completion, and employment outcomes for students in courses and programs described above to gauge the impact on student success.

### 1.3 PROGRAM AUTHORITY

The statutory authority for the TRUE Grant Program is found in sections 61.881-61.886 of the Texas Education Code. The program is administered by the THECB under Texas Administrative Code Title 19, Part 1, Chapter 13N, sections 13.400-13.408

### 1.4 POINT OF CONTACT

All inquiries and communications concerning this RFA shall be directed in writing via email to:

Dr. Sheri H. Ranis, Director  
Workforce Education  
Texas Higher Education Coordinating Board  
Email: [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov)  
Phone: 512-427-6118

### 1.5 INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application, including a Notice of Intent to Apply, or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. Applicant may only rely on written responses from THECB.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an Addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov).

## 2. AWARD SUMMARY

### 2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of funding available, award sizes will be based on submitted applications and will be for up to \$250,000 for single grantees and up to \$500,000 for consortium grants. THECB estimates that as many as forty grants may be awarded for the grant period December 2023-December 2024. Awards will

be made based on rank order of reviewed applications until the allocated annual funding is exhausted. Applicants may submit a maximum of two applications: one single institution application and one consortium application.

Award Ranges
Up to \$250,000 maximum for single institutions
Up to \$500,00 maximum for consortia

## 2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on December 15, 2023, whichever is later, and will conclude on December 16, 2024, for an approximately 12-month Grant Period. Awarded Applicants will have obligations that extend beyond the Grant Period.

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum 3-month no-cost grant extension to fully complete grant project activities and goals. An Awarded Applicant must request an extension by email to the Point of Contact no later than September 15, 2024. Extensions are subject to the availability of appropriated funds and to eligibility requirements.

A grantee may apply for a second year of funding (December 2024 - December 2025). Applications for second year funding will be included in the competition pool of applicants.

## 2.3 SELECTION FOR FUNDING

The funding available to support the TRUE 2023 Grant Program in Fiscal Years (FY) 2024-25 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

## 2.4 APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. A Calendar of Events for the entire Grant Period is in Appendix B.



Dates	Application Steps
September 25, 2023	RFA Released/ Application Available
October 25, 2023	Last Day for Inquiries
October 30, 2023	Application Deadline
December 2023	THECB Notification of Grant Awards

### 3. ELIGIBILITY REQUIREMENTS

#### 3.1 ELIGIBLE APPLICANT

Entities in the following categories and located in Texas are eligible to apply for a TRUE 2023 Grant Program Award:

- (a) public lower division institutions of higher education; or
- (b) a consortium of three or more public lower division institutions of higher education; or
- (c) an eligible workforce entity, namely, local chambers of commerce, trade associations, or economic development corporations that partner with a public lower division institution of higher education or a consortium of lower-division institutions of higher education.

See Appendix A, Definitions, for further description of the eligible applicants listed in (a) through (c) above.

#### 3.2 ELIGIBLE PROJECTS

Applications submitted under this RFA must serve the purpose of the TRUE Grant Program as described in Section 5.1 of this RFA. Applications under this RFA must propose projects for funding for the following:

- Projects that lead to postsecondary industry certifications or other workforce credentials required for high-demand occupations;
- Projects that are developed and provided in consultation with employers who are hiring in high-demand occupations and other workforce entities;
- Projects that create pathways to employment for students and learners; and
- Projects that ensure that each training program matches regional workforce needs, are supported by a labor market analysis of job postings and employers hiring roles with the skills developed by the program; and do not duplicate

existing program offerings except as necessary to accommodate regional demand.<sup>1</sup>

The proposed project should focus on one or more highly-related credential program(s) each of six months duration or less that result in a credential in a high-demand occupation.

Regional high-demand occupations as determined by the Texas Workforce Commission and local workforce boards may be found at <https://www.highered.texas.gov/wp-content/uploads/2023/09/twc-statewide-targeted-occupations.xlsx>.

Statewide high-demand occupational fields may also be found in the THECB's fiscal year 2024 high-demand occupational fields list:

<https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/high-demand-fields/>. This is the same list developed for and used in the House Bill 8 community college finance model.

The proposed project preferably incorporates a working partnership with employer(s) from the selected high-demand occupational field. Work-based learning opportunities and employment pathways are also encouraged in the program design.

THECB will consider grants for projects with at least one eligible entity located in each region of the state to the extent practicable.

### 3.3 PRIORITY PROJECTS

Applications that meet one or more of the Priority Selection Criteria in Section 7.2 will be given priority in the award selection process.

### 3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An eligible applicant may submit a maximum of two (2) applications: one single recipient and one consortium application.

### 3.5 NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is not required.

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<sup>1</sup> Tex. Educ. Code §61.883(a) & 19 Tex. Admin. Code §13.406

## 4. APPLICATION SUBMISSION

### 4.1 APPLICATION DEADLINE: 11:59 p.m. CT, October 30, 2023

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity
- submitted via email to True@highered.texas.gov to the Point of Contact listed in Section 1.4.

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*Late or incomplete Applications will not be accepted. Applications submitted to an address different from True@highered.texas.gov will not be accepted.*

*THECB will not accept mailed, hand-delivered, or faxed Applications.*

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Submission of an Application confers no rights of Applicant to an award or to a subsequent agreement if there is one. The issuance of this RFA does not guarantee that an agreement will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the agreement and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

### 4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant antivirus or other security software.

THECB will confirm Application receipt via email within three (3) state business days of receipt by THECB. If an Applicant does not receive such confirmation from THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application.

### 4.3 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant.

## 4.4 APPLICATION DELIVERY AND LATE APPLICATIONS

Applications must be submitted by an authorized agent of the Applicant.

Applications shall be considered to be “on time” if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadlines outlined in Section 4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

## 5. PROGRAM BACKGROUND

### 5.1 DETAILED PROGRAM OVERVIEW

In 2023, the 88th Texas Legislature appropriated \$25 million to support the TRUE Grant Program over the 2024-25 biennium. The Texas Legislature established TRUE during the 87th Texas Legislature Regular Session, as codified in Texas Education Code §§ 61.881-.886. The Texas Legislature provided appropriations to implement the TRUE Grant Program in 2022 during the Third Special Session of the 87th Texas Legislature through SB 8, which provided funding for TRUE from the Coronavirus State Fiscal Recovery Fund (42 U.S.C. § 802) established under the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

The goal of the TRUE Grant Program is to support public higher education institutions to create, redesign and expand short-term workforce education and training programs in high-demand occupations. Developed and provided in collaboration with workforce stakeholders, these programs help support the acquisition of credentials of value and strong employment outcomes for Texans.

As noted in RFA 1.2, TRUE funding must be used for six purposes. The TRUE Grant Program incorporates:

- Funds for eligible applicants to expand, redesign or create short duration, industry-aligned credential program(s) of value in growing occupational fields.
- Strategic selection of credential program(s) for grant projects reflecting local and regional high-demand occupations.
- Preferably includes employer partnerships to develop and offer credential program(s) that include work-based learning opportunities and employment pathways for individuals undertaking and receiving these credentials.

- Data collection and reporting on project progress and outcomes to inform ongoing capacity building efforts by THECB in postsecondary workforce education.

THECB is committed to supporting responses to state, local and regional workforce needs through expanded opportunities for Texas to achieve high-value postsecondary credentials that lead to better jobs with more competitive wages. This is a key focus of the statewide strategy Building a Talent Strong Texas.

## 6. PROJECT REQUIREMENTS

### 6.1 FUNDING RESTRICTION

TRUE Grant funds shall not be substituted for any other funds available to the Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the TRUE Grant Program as documented in the Applicant's Budget and Logic Model.

### 6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

#### 6.2.1 Allowable Cost Categories.

Project budgets may only include necessary and reasonable costs for the support and maintenance of educational and general project activities that promote workforce learning as described in RFA Section 1.2. Categories of allowable use include:

- curriculum development and instructional design;
- instructional software;
- instructional equipment;
- renovations to instructional facilities required for the purpose of the project;
- student financial aid;
- student supports;
- faculty hiring and training capacity;
- off the shelf credential and training materials;
- project marketing and outreach costs; and
- costs associated with data administration and reporting by the grantee.

If student financial aid or supports are included in the budget, these efforts must be focused only on students who are candidates, enrolling, or enrolled in the specific credential program(s) that make up the grant project. Student financial

aid may be provided to cover the cost of attendance, tuition and fees. Awards are capped at up to \$2,500 per eligible student per semester or term.

In composing, operating and reporting on the project budget, the Grantee must conform to all Texas Grant Management Standards ([TxGMS](#)). As an example, travel expenses are allowed for personnel conducting activities directly related to the grant project. Travel expenses must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.

Additionally, all interest earned from the grant award may be retained by the Grantee and be used for the grant program and to cover administrative costs.

#### 6.2.2 Prohibited Costs.

All costs must be necessary and reasonable for the proposed grant project. Non-allowable uses of funds including any and all non-allowable costs specified in TxGMS. include, but are not limited to the following:

- Costs for ongoing support of the TRUE Grant project after the end of the grant award period;
- Salaries or other stipends that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position);
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price;
- Food and beverages;
- Alcohol;
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness;
- Foreign travel; and
- Real Property.

In addition, the following types of costs shall not be included in the proposed budget or be paid with TRUE Grant Program funds:

- Indirect costs;
- institutional marketing and/or communications expenses other than those pertaining to the grant project;
- general use technology (e.g., laptops for staff);
- construction other than renovations;
- purchase of facilities; and

- leasing of facilities.

### 6.2.3 Budget Changes

Grantees are encouraged to Inform the Point of Contact of any change In the grant budget.

Submission of a Budget Change Request and THECB's prior written approval is required to allow changes to the budget categories, expenditures, or charge of costs in allowable budget categories as listed in Subsection 6.2.1. if those change requests exceed twenty-five percent (25%) of the total Grant Award during the grant period. Budget Change Requests must be received in writing by the Point of Contact for the TRUE Grant Program.

## 6.3 DATA AND INFORMATION SHARING

In service to sharing best practices and ongoing capacity building of the TRUE Grant Program and to maintain compliance with statute, THECB will collect necessary information from grant recipients regarding postsecondary industry certifications or other workforce credentials developed or redesigned using grant awards. Further, grant recipients are required to participate in research and information sharing efforts such as additional data collection, webinars, conferences, or regional meetings as determined by THECB. Grant recipients are required to comply with such requests and these requirements and reporting shall survive the end of the grant term.

## 7. AWARD SELECTION CRITERIA

Each Applicant shall satisfy RFA Section 3 Eligibility Requirements to be considered during the award selection process. Applicants shall be selected for funding on a competitive basis.

This RFA is designed to issue Grant Awards that provide the best overall value to the state. Selection criteria shall be based on eligibility requirements, and project quality, as determined by review criteria, and other factors, including past performance on THECB grants.

Additionally, in accord with TRUE Grant Program guidelines, award selection shall to the greatest extent practicable ensure that awards are made to at least one eligible entity in each region of Texas and are not duplicative of existing programs unless necessary to meet regional workforce needs.

### 7.1 APPLICATION SCREENING

THECB staff shall conduct an initial screening of Applications to determine if they adhere to the Grant program requirements contained in the RFA. An Application must meet RFA requirements and be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

All incomplete, ineligible, or otherwise non-compliant applications will not be considered for funding. It is anticipated that THECB staff will notify Applicants eliminated through the screening process within 30 days of the submission deadline.

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the funding priority categories and general selection criteria described in Sections 7.2 and 7.3.

## 7.2 PRIORITY CRITERIA FOR AWARD SELECTION

Applications that incorporate the following elements in the proposed project will be awarded up to fourteen (14) additional points (“Bonus Points”) in the application evaluation process:

- New or existing consortia formed by three or more eligible public lower division institutions of higher education;
- Projects by single grantees or consortia that partner with workforce entities such as employers, local chambers of commerce, trade associations, economic development corporations or local workforce boards to analyze labor market data and identify employment opportunities for students who complete the program;

Applications that feature affordable options for students; and

- Applications that focus on service to displaced workers.

### Consortium Proposed

0 or 5 bonus points

TRUE Grants encourage the formation of consortia among three or more eligible public higher education institutions as stipulated in RFA Sections 3.1 and Appendix A. The application clearly demonstrates how the consortium will efficiently and effectively work for the shared project goals that will lead to greater regional and statewide impact and be the best use of limited funds.

### Partnerships

0 or 5 bonus points

Projects that partner with employers, local chambers of commerce, trade associations, economic development corporations, and local workforce boards to analyze job postings and identify employers hiring roles with the skills developed by the training programs will be given priority consideration in application review. The application and documentation submitted clearly indicate the nature and extent of the partnership undertaken.



#### Affordable Options

0 or 2 bonus points

Projects that offer affordable options to students enrolling in the selected high-demand credential program(s) will be given priority in application review. Inclusion of financial aid for students would be one such indicator. The application clearly describes program affordability as a goal for the project.

#### Opportunities for Displaced Workers

0 or 2 bonus points

Projects that focus on high-demand credential program(s) in service to displaced workers will also be given priority consideration in application review. The application clearly describes how the project provides opportunities to Displaced Workers.

### 7.3 GENERAL CRITERIA FOR AWARD SELECTION

At a minimum, three reviewers will independently score each application on the components listed below, with a maximum possible total score of 44 points if full bonus points are included. Applications will be ranked from highest to lowest based on all three reviewers' scores. To the greatest extent practicable, awards will be distributed to at least one eligible entity in each the Higher Education regions of the state [TEC Section 61.882 (d)(1)(A)].

THECB staff will review the applications based on the program(s) elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

Reviewers will use the General Selection Criteria indicated below to score applications. A sample Application Evaluation Form is in Appendix C.

#### Selection of Project Credential Program(s)

1-10 points with 10 highest

The project plan must have a compelling rationale for the selection of credential program(s). Current labor market information and workforce stakeholder input that grounds the selection in local and regional needs should be key decision drivers.

Along with the project plan, applicants must fill out a Credential Roster Form that provides details about the selected credential program(s) that will be the focus of the grant.

Proposed credential program(s) should not duplicate existing postsecondary program offerings unless there is demonstrable unmet local or regional employer demand for an increase in the number of individuals with that credential or skills profile.

Proposed projects must:

- Deliver education and workforce training that leads to postsecondary industry certifications or other workforce credentials required for high-demand occupations;
- Select one or more highly related industry certifications, certificate program(s) or other workforce courses of study each of which can be completed in six months duration or less that result in a credential in a high-demand occupation;
- Provide rationale and evidence regarding the selection of the high-demand credential program(s) chosen:
  - Select regional high-demand occupations as determined by the Texas Workforce Commission and local workforce boards which may be found at <https://www.highered.texas.gov/wp-content/uploads/2023/09/twc-statewide-targeted-occupations.xlsx>;
  - Statewide high-demand occupational fields may be found in the THECB's fiscal year 2024 high-demand occupational fields list: <https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/high-demand-fields/>. This is the same list developed for and used in the House Bill 8 community college finance model;
  - Refer to current labor market information such as hiring trends data, job postings and employment outcomes as they pertain to the selected credential program(s); and
  - Develop the project in consultation with employers and other workforce stakeholders who are hiring in the selected high-demand occupation(s); and
- Offer courses in a credential program that may:
  - be delivered digitally, face-to-face, or via hybrid instruction;
  - be stand alone or embedded in other credential programs; and
  - be credit- or non-credit-bearing.

Project's Goals and Activities  
1-10 points with 10 highest

The description of the project clearly defines objectives, outcomes, and activities that are appropriate, methodical, and reasonably achievable within the grant period. The plan to use existing and newly acquired resources is clear and suitable to the project's goals.

The application must include a Logic Model Form outlining the inputs, activities/timeline, and outcomes for the project. Information in the Logic Model should echo the description of the project's goals and activities. The Logic Model elements should be clear, reasonable and achievable.

The application indicates one or more specific goals of the project: a planning engagement, an expansion or redesign of an existing program(s), or creation of new education and training program(s).

The application provides specific descriptions about the program(s) selected, including duration, mode of instruction, and required materials and infrastructure.

The proposed project preferably incorporates a working partnership with employer(s) from the selected high-demand occupational field. Work-based learning opportunities and employment pathways are also encouraged in the program design. The application has a description of the working partnership with employer(s) in the selected high-demand occupation with descriptions of work-based learning and hiring protocols being planned or executed that will benefit individuals enrolled and completing the project credential program(s).

**Applicant/Consortium Capacity**  
1-5 points with 5 highest

The application addresses relevant workforce education capabilities on the part of the applicant and consortium members if applicable. The narrative covers past work on similar projects and institutional capacity to create and implement similar projects in an efficient and successful manner.

If a consortium is proposed, the following Information must be Included:

- the rationale for the formation of the collaboration must be clearly articulated and grounded in the need for a common regional approach or a single high-demand occupational field strategy across consortia partners;
- a clear statement of the criteria for selecting partners must be present; and
- Consortium members' commitment and sharing of responsibilities must be detailed and described.

**Alignment of Funding to Project Goals**  
1-5 points with 5 highest

The budget indicates that financial resources are appropriately allocated to achieve the project goals and objectives. The budget is reasonable and maximizes the impact of available funds.

## 7.4 RECOMMENDATION FOR FUNDING

Funding recommendations shall consist of the most highly ranked and recommended applications up to the limit of available funds. If available funds are insufficient to fund a proposal after the higher-ranking and recommended applications have been funded, THECB staff shall negotiate with the applicant to determine if a lesser amount would be acceptable. If the applicant does not agree to the lesser amount, THECB staff shall negotiate with the next applicant on the ranked list. The process shall be continued until all grant funds are awarded to the most highly ranked and recommended applications.

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education or designee as consistent with THECB Rule 1.16.

## 8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.8 of this RFA. Application materials are available on THECB's [TRUE Grant Program Hub - Smartsheet.com](https://thehub-dev.highered.texas.gov/our-work/supporting-our-institutions/institutional-grant-opportunities/texas-reskilling-and-upskilling-through-education-true-grant-program-2023/) or can be accessed through the THECB website: <https://thehub-dev.highered.texas.gov/our-work/supporting-our-institutions/institutional-grant-opportunities/texas-reskilling-and-upskilling-through-education-true-grant-program-2023/>.

In completing the Application, applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Section 7.2 and 7.3 of this RFA.

### 8.1 CERTIFICATION OF APPLICATION INFORMATION

Certification provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant institution. Certification should be executed through the TRUE Grant Application Form.

### 8.2 PROJECT NARRATIVE

#### 8.2.1 Contact Information

Provide Applicant and Consortium Partner names and contact information on the TRUE Grant Hub Application page.

#### 8.2.2 Project Description

The Project Description is composed of statements concerning the selection of the project credential program(s), a description of project goals and activities, and statements regarding special features of the project

associated with bonus points. The TRUE Grant Hub Application is a form that should be completed and then uploaded to the Application page of the TRUE Grant Hub.

### 8.2.2 Credential Roster

The TRUE Grant Hub Application requires applicants to complete a Credential Roster Form with details of the project's credential program(s). The Credential Roster Form should be completed and then uploaded to the Application page of the TRUE Grant Hub.

### 8.2.3 Applicant/Consortium Capacity

The TRUE Grant Hub Application Form asks applicants to provide information on Applicant and Consortium partners (if applicable) expected to participate in the project, including detailed information on their roles and contributions as described in RFA 7.2 and 7.3.

## 8.3 LOGIC MODEL

A Logic Model Form may be found on the TRUE Grant Hub Application page to be completed and uploaded to the Hub. The Logic Model represents a project work plan/timeline combined with a theory of change. It requires information on inputs, activities, dates, outputs, and outcomes associated with the project. The timeline and specific activities in the Logic Model may be refined over the course of the grant period in conjunction with project developments.

### 8.3.1 Inputs

Inputs are existing capacity and assets that project participants bring to the project, such as existing curricular or instructional expertise, management of a similar project in the past, or additional funding sources.

### 8.3.2 Activities/Dates

This portion of the Logic Model resembles a timeline as it outlines specific activities and prospective completion dates associated with the project.

### 8.3.3 Outputs

Outputs are significant components or milestones of the project.

### 8.3.4 Outcomes

Initial intermediate and ultimate project outcomes measure the progress toward the project goal. The expected outcomes should be clearly articulated and relate to the project's goal.

## 8.4 PROJECT EVALUATION

Awarded Applicants must document the status of expected outcomes for each required project reporting period. After the end of the grant period, Awarded Applicants must report on the final outcome of each identified project objective. Section 10 provides details on grant reporting schedules.

THECB may conduct an evaluation to assess the statewide effectiveness of the credential program(s)/project.

## 8.5 BUDGET

A Budget Request Form is available through the TRUE Grant Hub on the Application page. The Budget Request Form must be completed and then uploaded to the TRUE Grant Hub. Project budgets must include:

- A reasonable estimate of expenditures over the Grant Period; and
- Amounts and justification of allowable funds expenditures by category.

THECB reserves the right to determine a Final Award Budget for each Awarded Applicant.

## 8.6 EVIDENCE OF LEADERSHIP COMMITMENT

Documentation of project commitment is demonstrated by the Certification signatures as well as Letters of Commitment from Consortium partners and workforce partners engaged in the project (see 8.8 Attachments below.)

## 8.7 ATTACHMENTS

Applicants may include up to five letters of support/commitment from workforce partners and/or consortium partners. These documents should be uploaded to the TRUE Grant Hub's Application page. Letters should be submitted as separate documents and not combined as a single pdf.

# 9. DISTRIBUTION OF AWARD FUNDS

## 9.1 ISSUANCE OF GRANT AWARD

Following notification discussions between THECB and Applicants and notification of the announcement of awards, the Awarded Applicants will receive an electronic copy of THECB's ETEP Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on December 15, 2023, whichever is later. Throughout this RFA, the terms "NOGA," "Award," and "Grant" are used interchangeably.

The NOGA must be executed by an individual authorized to enter into a grant agreement on behalf of the Applicant. Upon execution of a NOGA resulting from this RFA, the term “Applicant” shall have the same meaning as “Awarded Applicant” or “Grantee.” The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the “THECB,” “Board,” or “Agency.” At times, THECB or “Board” and Awarded Applicant are referred to singularly as “Party” and collectively as “Parties.”

## 9.2 “DISCLOSURE OF INTERESTED PARTIES” REQUIREMENT

If applicable, THECB may not execute a NOGA with a for-profit, not-for-profit entity or organization until the entity has presented a certificate disclosing interested parties in compliance with Section 11.24 of this RFA.

## 9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

TRUE Grant Program funding is through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by THECB, as described in Section 9.2.

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, 50% of awarded funds are payable to enable Grantee to fully perform the Services described in its Application. The advancement of funds is necessary for performance under the grant program.

At THECB’s sole discretion, the receipt of the remaining grant funding is contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks, and producing expected outcomes during the first year of the Grant Period. Generally, Awarded Applicants will receive the remaining 50% of the awarded funds following the receipt of the second Interim project and expense reports described in RFA Section 10 Monitoring and Reporting Requirements.

An Awarded Applicant must submit the second Project and Expense Reports by the deadlines established in Section 10 Monitoring and Reporting Requirements. Remaining funds will be payable after approval and acceptance of the reports by THECB staff.

All grant-related expenses must be incurred on or prior to December 16, 2024. Any grant funds received by Grantee and not expended prior to the end of the Grant Period shall be returned to THECB within ninety (90) days, unless otherwise agreed by THECB and Grantee.

Awarded Applicant shall not expend or incur against awarded funds until the NOGA has been fully executed.

## 9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before December 16, 2024. Expenses incurred after this date cannot be charged to the TRUE 2022 Grant Program.

## 9.5 RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds to THECB within ninety (90) days after the end of the Grant Period days unless otherwise agreed in writing by THECB and Grantee.

Awarded Applicant shall return any remaining funds promptly if Award is terminated.

## 9.6 GRANT EXTENSION

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum 3-month no-cost grant extension to fully complete grant project activities and goals. An Awarded Applicant must request an extension by email to the Point of Contact no later than September 15, 2024. Extensions are subject to the availability of appropriated funds and to eligibility requirements.

If additional funding is available to support the TRUE Grant Program, THECB's Point of Contact will notify eligible Grantees. Additional documentation and/or work may be required.

# 10. MONITORING AND REPORTING REQUIREMENTS

## 10.1 MONITORING

THECB staff shall monitor and oversee TRUE Grant Program progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall be required to complete the interim and final project and expense reports listed in Sections 10.2 and 10.3 for a project funded as a result of this RFA. THECB will provide a template and instructions for electronic submission for required reports. THECB reserves the right to require additional reports as THECB deems necessary for the proper oversight of the awarded funds.

If Awarded Applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline, and the Awarded Applicant has not been granted a submission extension, THECB reserves the right to require that grant funds be reimbursed. If a required report is not accepted by THECB, the Awarded Applicant



may be required to revise and resubmit the required report by a deadline provided by THECB. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

## 10.2 PROJECT REPORTING

Grantees must file program and expenditure reports and student reports if applicable with THECB during the grant period and at its conclusion as required by this RFA.

Grantees shall provide information that includes, but is not limited to, the following:

- Characteristics of the credential programs that are being worked on by the project;
- Status of the grant project activities;
- Budget expenditures by budget category;
- Student level data for students enrolled in credential programs receiving financial aid funded by the TRUE grant and other sources;
- Student enrollment data as applicable; and
- Any other information required by the RFA.

Following completion of their grant, grantees shall also annually submit necessary information concerning student enrollment, credential completion, and employment outcomes for students in TRUE funded programs per Texas Education Code §61.883(a)(6).

An Awarded Applicant shall submit three (3) Project Reports as specified by THECB on or before the following dates:

1. First Interim Project Report due February 15, 2024;
2. Second Interim Project Report due June 21, 2024;
3. Third Interim Project Report due September 18, 2024; and
4. Final Project Report due February 15, 2025.

Project Reports will generally include, but may not be limited to:

- (a) Project Update. Narrative status report on the development of the TRUE Grant Program project.
- (b) Updated Logic Model. The Logic Model submitted with the Applicant's application shall be updated as developments require and submitted with each interim project report and for the final project report.

### 10.3 EXPENSE REPORTS

Awarded Applicant shall submit Expense Reports as specified to the Point of Contact due on or before the following dates:

1. First Interim Expense Report due March 15, 2024;
2. Second Interim Expense Report due June 21, 2024;
3. Third Interim Expense Report due September 18, 2024; and
4. Final Expense Report due February 15, 2025.

## 11. TERMS AND CONDITIONS

### 11.1 Termination

Notwithstanding the termination or expiration of this Grant Agreement, the provisions of this Grant Agreement regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, provision of services, and default shall survive the termination or expiration dates of this Grant Agreement.

#### 11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.35 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

#### 11.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's performance; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Grantee fails or refuses to perform its obligations or comply with terms of this Grant Agreement, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance or non-compliance.

#### 11.1.3 Abandonment or Default

If Grantee abandons or defaults on the Grant Agreement, THECB reserves the right to terminate the Grant Agreement without notice and re-award the Grant Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-award and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

#### 11.1.4 Applicable Law and Conforming Amendments

THECB may terminate this Grant Agreement immediately upon notice to Grantee in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Grant Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Agreement throughout the Grant Agreement Term to incorporate any modifications necessary for THECB's compliance, as a Texas state agency, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

#### 11.1.5 Excess Obligations (Non-Appropriation)

The Grant Agreement is subject to termination or cancellation, without penalty to THECB, either in whole or in part, subject to the availability of state funds.

#### 11.1.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination,

unless otherwise agreed to in writing by the Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

#### 11.1.7 Transfer of Duties

In the event of termination, Grantee will provide reasonable cooperation to transfer its duties under the Grant Agreement to another entity without disruption, if applicable.

### 11.2 Amendment

This Grant Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of this Grant Agreement that conflicts with Texas state laws shall be void ab initio.

### 11.3 Indemnification, Acts or Omissions

*(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)*

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THECB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### 11.4 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Grant Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and Texas state laws; (2) to extend liability

to THECB beyond such liability provided for in the Texas Constitution and Texas state laws; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into this Grant Agreement and specifically retain such immunity and all defenses available to them under Texas state laws or common law.

### 11.5 Assignment

Grantee shall not assign its rights under the Grant Agreement or delegate the performance of its duties under the Grant Agreement without THECB's prior written approval. Any attempted assignment in violation of this provision is void and without effect.

### 11.6 Delegation or Subcontracting

Unless as otherwise provided for in this Grant Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without THECB's prior written approval. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Agreement and Grantee shall ensure that the terms and conditions of this Grant Agreement are applicable to any subcontractor. It is the Parties' intent that to the extent subcontracting is approved by THECB, Grantee shall make a good faith effort to subcontract with Historically Underutilized Businesses (HUB), as defined in Texas Government Code § 2161.001(2), during the performance of this Grant Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the state of Texas.

### 11.7 Right to Audit and Records Retention

Grantee understands that acceptance of funds under this Grant Agreement, or indirectly through a subcontract under this Grant Agreement, acts as acceptance of the authority of the State Auditor's Office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's Office, THECB or, in agreements involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the Audit Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which assures a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses

incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the services provided in this Grant Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Agreement and shall authorize THECB and the state of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

## 11.8 Time and Effort Recordkeeping

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

## 11.9 Texas Grant Management Standards

Grantee agrees to follow and comply with the Texas Grant Management Standards (TGMS), including all of its applicable conditions and State Assurances. TGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>.

## 11.10 Forms, Assurances, and Reports

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. THECB shall be responsible for

reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to THECB's attention and may deny reimbursements or recover payments made by THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

#### 11.11 Site Visits

Throughout the Grant Term, THECB and/or its representatives shall have the right to make site visits to review the TRUE Grant Program's operations and accomplishments.

#### 11.12 Supplanting Prohibition

A Grant Award may not be used to replace federal, state, or local funds.

#### 11.13 Carryover of Funds

At THECB's discretion and in compliance with Texas law, unencumbered funds may carry over from each year of the Grant Period.

#### 11.14 Applicable Conditions and Uniform Assurances

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law.

#### 11.15 Child Support Obligation Family Code

*(Not applicable to state agencies, government entities, or nonprofits.)*

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Tex. Fam. Code § 231.006(d). If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Grant Agreement, including the cost of advertising and awarding a second grant agreement, and any other damages provided by law or Grant Agreement.

#### 11.16 Dispute Resolution

The dispute resolution process provided in Texas Government Code Chapter 2009 is available to the Parties to resolve any disputes arising under the Grant Agreement.

## 11.17 Public Disclosure

Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify THECB prior to the publication of any information, including results, findings, or reports regarding the activities being conducted under this RFA. Awarded Applicant shall ensure the following statement is included in any published work:

*This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policies of THECB.*

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. If that is not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

Any written publication shall be sent electronically to the THECB Point of Contact.

## 11.18 Confidentiality, Public Information Act, and FERPA

Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial rulings and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

### 11.18.1 Public Information Act

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open Records Division of the Office of the Attorney General of Texas. This Grant Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to this Grant Agreement, and not



otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to THECB and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information. Grantee will not disclose any information to which it is privy under this Grant Agreement without THECB's prior written consent. Grantee will indemnify and hold harmless the state of Texas, its officers, and its employees and THECB, its officers, and its employees for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Agreement.

All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Agreement, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Grant Agreement. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information or copyrighted materials included in Applicant's Application may be subject to disclosure unless such proprietary information or copyrighted materials is clearly identified by Applicant, and such identification is submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application on each page it appears. Such markings should be in boldface type at least 14-point font.

If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those sections will be deemed non-proprietary and made available upon public request after the Grant is awarded. The production of any material under the Grant shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

#### 11.18.2 Family Educational Rights and Privacy Act

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99.

#### 11.18.3 Protection of Confidential Data (Covered Data and Information)

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 11, Terms and

Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

#### 11.18.4 Acknowledgment of Access to Covered Data and Information

Grantee acknowledges that the Grant Agreement allows Grantee access to Covered Data and Information (CDI).

#### 11.18.5 Prohibition on Unauthorized Use or Disclosure of CDI

Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Agreement, as required by law, or as otherwise authorized in writing by THECB. Grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

#### 11.18.6 Return or Destruction of CDI

Upon termination, cancellation, expiration or other conclusion of the Grant Agreement, Grantee shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If Grantee destroys the CDI, Grantee shall provide THECB with a certificate confirming the date the CDI was destroyed.

#### 11.18.7 Breach

Any violation of these FERPA provisions by Grantee shall be deemed a material breach of the Grant Agreement.

#### 11.18.8 Maintenance of the Security of Electronic Information

Grantee shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Grantee.

#### 11.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

Grantee shall, within one hour of discovery, report to THECB any use and/or disclosure of CDI not authorized by this Grant Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use and/or disclosure, (ii) the CDI used and/or disclosed, (iii) who made the unauthorized use and who received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use and/or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use and/or

disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

## 11.19 Infringements

*(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)*

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THECB, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM AND AGAINST ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHT IN CONNECTION WITH OR ARISING FROM THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT/AWARD AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications made to the product by Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense; (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

## 11.20 Ownership/Work Made for Hire

For purposes of this Grant Award, the term “Work” or “Work Product” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property, or other property developed, produced, or generated in connection with the work performed under the Grant Agreement.

Copyright. When copyrightable material is developed in the course of or under this Grant Agreement, Awarded Applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms “institutions of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant Agreement.

Data. THECB has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms “institutions of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

Grantee shall ensure that this provision, “Ownership/Work Made for Hire,” is contained in any subcontract THECB has authorized Grantee to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the performance of Grantee’s obligations under this Grant Agreement without THECB’s prior written consent; provided, however, that Grantee shall be allowed to use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

## 11.21 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with Texas state laws, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of

Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to THECB.

## 11.22 Additional Grantee Responsibilities

Grantee shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of this Grant Agreement, including applicable workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents by Grantee's or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work under this Grant Agreement.

Grantee hereby covenants, represents, and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents): (1) has the technical expertise and general skills necessary to perform in accordance with this Grant Agreement competently and professionally, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Grant Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Grant Agreement without having first lawfully obtained the right in writing to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Grant Agreement.

## 11.23 Conflict of Interest

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest with THECB under this Grant Agreement. Failure to disclose a conflict of interest, at any time during the duration of this Grant Agreement, shall be cause for termination of this Grant Agreement. Grantee represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

## 11.24 Disclosure of Interested Parties

THECB may not execute a grant valued at \$1 million dollars or more until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission has an online portal for vendors/grantees. Grantees will need to create a username and password to complete the "Certificate of Interested

Parties” form. After the form has been completed, print and sign the form before sending a final copy to THECB at [Procurement@highered.texas.gov](mailto:Procurement@highered.texas.gov). The Texas Ethics Commission portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

## 11.25 Financial Interests and Gifts

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Grant Agreement has received compensation from THECB or any agency of the state of Texas for participation in preparation of specifications for this Grant Agreement.

## 11.26 Antitrust

The undersigned affirms under penalty of perjury of Texas state laws that: “(1) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Agreement, neither I nor any representative of Grantee have violated any federal antitrust law; and (3) neither I nor any representative of Grantee have directly or indirectly communicated any of the contents of this Grant Agreement to a competitor of Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.”

## 11.27 Equal Opportunity

Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Grant Agreement.

## 11.28 Independent Contractor

Grantee shall be an independent contractor in all matters relating to this Grant Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee’s subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers’ compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers’ compensation benefits, and THECB is in no way a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

Grantee agrees and acknowledges that Grantee and Grantee's employees or assistants shall not be entitled to any state of Texas benefit on account of the services provided hereunder. If THECB or the state of Texas shall nonetheless become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the state of Texas for such liability or obligation.

#### 11.29 Eligibility/Authorization to Work in the United States

Grantee shall ensure that all personnel provided to perform work under this Grant Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Agreement and THECB shall have the right to terminate the Grant Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

#### 11.30 Taxes, Workers' Compensation Insurance, and Unemployment Insurance, Including Indemnity

*(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)*

GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS GRANT AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS GRANT AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS



PERFORMANCE UNDER THIS GRANT AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to the TRUE Grant Program as codified in Title 19, Part 1 of the Texas Administrative Code, Chapter N) and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Agreement, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance.

#### 11.31 Prohibition on Use of Funds for Lobbying

Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Grant Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

#### 11.32 Buy Texas

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

#### 11.33 Provision of Services

If applicable, upon THECB's request for the provision of any services for which THECB has made payment, Grantee shall immediately provide such services to THECB. Any failure to provide such services immediately shall be considered a material breach of this Grant Agreement.

#### 11.34 Force Majeure

THECB may grant relief from performance of this Grant Agreement if Grantee is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Grantee. The burden of proof for the need of such relief shall rest upon Grantee. Grantee shall



notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if force majeure has occurred.

### 11.35 Notice

Form of Notice. All notices and other communications in connection with this Grant Agreement shall be in writing.

Method of Notice. All notices must be given by (i) personal delivery, (ii) express courier (with confirmation), (iii) registered or certified mail (return receipt requested), or (iv) electronic mail to the Parties at the address specified in this Grant Agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section.

Receipt of Notice. A notice in accordance with this Grant Agreement will be effective upon receipt by the Party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

### 11.36 False Statements; Breach of Representations

Grantee represents and warrants that all statements and information prepared and submitted to THECB are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a Grant Agreement is a material breach and may void the Grant Agreement.

### 11.37 Severability and Waiver

The invalidity, illegality, or unenforceability of any provision of this Grant Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either Party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the services provided in this Grant Agreement shall be construed to operate as a waiver of any rights under the Grant Agreement, or of any cause of action arising out of the performance of the services required by the Grant Agreement.

### 11.38 Human Trafficking Prohibition

“Under Section 2155.0061, Texas Government Code, the vendor 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.” Tex. Gov’t Code § 2155.061.

### 11.39 Foreign Terrorist Organizations

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

### 11.40 System for Award Management

THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

### 11.41 Notification of Grant Agreement

*(Only applies to employees of a Texas state agency or any public or private institution of higher education.)*

THECB will send notification to the key personnel’s employer if the personnel are otherwise employed outside of their contracted work with THECB.

### 11.42 Insurance

Only if required by law, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of Grant Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

Grantee must maintain workers’ compensation insurance coverage in accordance with statutory limits.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (Occurrence Based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for Each Accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that have both: (1) a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and (2) a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under Texas state laws and in a form satisfactory to THECB. All required insurance contracts must be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers' compensation and professional liability must name the state of Texas and its officers, directors, and employees as additional insureds.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at [Procurement@highered.texas.gov](mailto:Procurement@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;

- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Agreement; and
- (3) Deliver to THECB by e-mail at [Procurement@highered.texas.gov](mailto:Procurement@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Agreement.

Grantee must ensure that all provisions of the Grant Agreement concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Grantee's obligations under the Grant Agreement.

#### 11.43 Debts and Delinquencies to the State

Grantee agrees that any payments due under the Grant Agreement shall be applied towards any debt or delinquency that is owed to the state of Texas.

#### 11.44 Deceptive Trade Practices; Unfair Business Practices

Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officers have been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

#### 11.45 Suspension and Debarment

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

#### 11.46 Excluded Parties

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

#### 11.47 E-Verify: U.S. Department of Homeland Security's E-Verify System

By entering into this Grant Agreement, Grantee certifies and ensures that it utilizes and will continue to utilize, for the Grant Agreement Term, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons: (a) employed to perform duties within Texas, during the Grant Agreement Term; and (b) (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America.

Upon THECB's request, Grantee shall provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Grantee, and Grantee's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this Grant Agreement may be immediately terminated, at THECB's or the state of Texas's discretion and at no fault to THECB or the state, without prior notification. Grantee shall also be responsible for the costs of any re-solicitation that THECB or the state of Texas must undertake to replace the terminated Grant Agreement.

#### 11.48 Drug-Free Workplace

Grantee represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drug-free work environment.

#### 11.49 No Commissions

THECB shall not pay any commissions to Grantee under this Grant Agreement.

#### 11.50 Applicable Taxes

This Grant Agreement shall not be construed so as to supersede the laws of the United States or the state of Texas that accord the state of Texas, THECB, and all departments, agencies, and instrumentalities of the state of Texas exemptions from payment of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Grant Agreement, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Grantee or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon Grantee's request.

## 11.51 Electronic and Information Resources Accessibility Standards

State agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in Title 1 Texas Administrative Code, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide the Texas Department of Information Resources (DIR) with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Texas state accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<https://www.section508.gov/buy/>). Grantees not listed with the Buy Accessible Wizard or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

## 11.52 Smoking Policy

THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. Grantee, by acceptance of this Grant Agreement, agrees to abide by this policy when on THECB's property.

## 11.53 Substitutions

Substitutions are not permitted without THECB's written approval.

## 11.54 Grantee Information Responsibilities

*(Applicable for Agreements \$1 Million and Above)*

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.766 may apply to the Grant Agreement and Grantee agrees that the Grant Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

### 11.55 Cybersecurity Training

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

### 11.56 Disaster Recovery Plan

Upon THECB's request, Grantee shall provide the descriptions of its business continuity and disaster recovery plans. 13 Tex. Admin. Code § 6.94(a)(9).

### 11.57 Entire Agreement and Order of Precedence

This Grant Agreement consists of the following documents: the final executed Grant Agreement (including its exhibits and any amendments), THECB's Request for Applications, and Grantee's response to the Request for Applications.

In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

- (1) Any duly executed amendments to the final executed Grant Agreement;
- (2) The final executed Grant Agreement, including its exhibits;
- (3) The original Request for Applications including any addenda issued; and
- (4) Grantee's Application in response to the Request for Applications, including any addenda.

This Grant Agreement (including its exhibits and any amendments) contains the final, complete, and exclusive understanding of the Parties, and supersedes all prior, contemporaneous, oral, or written understandings, representations, and negotiations between the Parties relating to the subject matter of this Grant Agreement. The Parties further agree that this Grant Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Agreement or otherwise.

If language contained in a particular section of the RFA is found to be in conflict with language in another section, the most stringent requirement(s) shall prevail.

## Appendix A: RFA DEFINITIONS

The following definitions shall apply:

**Affordable Options** - Affordable options refers to making the costs of higher education more transparent, predictable, and easier for an individual to pay for while having sufficient resources to consume other essential goods and services. Affordable options support individuals graduating with no or manageable levels of debt in relation to their potential earnings.

**Applicant** – An eligible entity in Texas as defined in Section 3 of this RFA submitting an application in accordance with the terms and conditions of this RFA.

**Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.

**Awarded Applicant** –The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with grant performance requirements and all Grant Terms and Conditions.

**Consortium/Consortia**- Collaborations among three or more eligible public lower division institutions of higher education in Texas.

**Displaced Workers** - A displaced worker is defined as a dislocated worker per the federal Workforce and Innovation and Opportunity Act (WIOA) Section 3, Subsection (15). <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

**Eligible Workforce Entity** – Per Texas Education Code § 61.881, an eligible workforce entity that may be awarded a grant if they form a partnership with a lower-division public institution of higher education or a consortium of lower-division public institutions of higher education in Texas. Eligible workforce entities are local chambers of commerce, trade associations, or economic development corporations.

**Necessary Information** - Data and reporting on student enrollment, credential completion, and employment outcomes for students in TRUE funded programs per Texas Education Code § 61.883(a)(6).

**NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Contract,” and “Grant” are used interchangeably.

**Public Lower Division Institutions of Higher Education** - Public lower division institutions of higher education are defined as public junior colleges, public state colleges, or public state technical colleges in Texas.



State Fiscal Year – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.

Student Supports – Academic and non-academic services, programs and interventions that address barriers to student achievement and lead to improved student outcomes.

State of Texas Business Days – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.

THECB – The Texas Higher Education Coordinating Board, an agency of the state of Texas.

Workforce Partnerships – Partnership by an applicant with workforce entities as set forth in Texas Education Code § 61.882(d)(2)(D). Workforce partners may be employers, local chambers of commerce, trade associations, economic development corporations, and/or local workforce boards.

## Appendix B: CALENDAR OF EVENTS

September 25, 2023	Request for Applications Published
October 25, 2023	Last Day for Inquiries
October 30, 2023	Application Deadline
December 2023	THECB Notification of Grant Awards
December 2023	Execution of Grant Agreement Begins
December 15, 2023*	Grant Period Begins
March 15, 2024	First Project Report and Interim Expense Report is Due to THECB
June 21, 2024	Second Project Report and Interim Expense Report is Due to THECB
September 18, 2024	Third Project Report and Interim Expense Report is Due to THECB
December 16, 2024	Grant Period Ends - Last Day to Expend Grant Funds
February 15, 2025	Final Expense Report and Unexpended Grant Funds Due to THECB
March 15, 2025	Last Day to Submit Unexpended Grant Funds Due to THECB

\*Grant Period begins on December 15, 2023 or upon execution of Notice of Grant Award, whichever is later.

## Appendix C: APPLICATION EVALUATION FORM

TRUE 2022 GRANT PROGRAM SAMPLE EVALUTION FORM		
	Maximum Points	Points Awarded
Core Elements (30 Possible Points)		
Selection of Credential Programs	10	
Credential Roster		
Project's Goals and Activities	10	
Logic Model		
Applicant/Consortium Capacity	5	
Budget Alignment with Project Goals	5	
Bonus Points (14 Possible Points)		
Consortium Proposal	5	
Partnerships	5	
Affordable Options	2	
Opportunities for Displaced Workers	2	
TOTAL POINTS	44	

## Appendix D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment Location
Certification of Application Information (RFA 8.1)	TRUE Grant Program Hub - application form to be uploaded
Project Narrative (RFA 8.2)	TRUE Grant Program Hub - application form to be uploaded
Credential Roster Form (RFA 8.2.2)	TRUE Grant Program Hub - form to be uploaded
Logic Model Form (RFA 8.3)	TRUE Grant Program Hub - form to be uploaded
Budget Request Form (RFA 8.5)	TRUE Grant Program Hub - form to be uploaded
Letters of Support (RFA 8.8)	TRUE Grant Program Hub - documents to be uploaded

## Appendix E: SAMPLE NOTICE OF GRANT AWARD

		THECB Award Number: {XXXX} Appropriation Year (AY): 2024	
<h3>Notice of State Grant Award to {contracted_party}</h3>			
Grantee Name and Address:  {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}		Grant Title: TRUE 2023 Grant Program	
		Amount of Award: \$ {total_\$}	
		Division: 3020 Workforce Education Division	
		Term of Grant: Upon execution or 12.15.23 – 12.16.24 All funds must be incurred by 12.16.24	
		Payment Method: - <b>Funds are payable after execution of the NOGA</b> 50% percent payable upon execution. Fifty percent payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 2024 funds.	
Authority: Texas Education Code, Chapter 61, Subchapter T-2, Section 61.882			
<p>The Texas Higher Education Coordinating Board's (THECB) and Grantee's (collectively, referred to as "the Parties") execution of this Notice of Grant Award creates a legally binding agreement between the Parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Applications (RFA) including any addenda issued, (2) addenda to Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the Parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the Parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.</p>			
Signed by THECB Official:		Signed by Grantee Official:	
{sign Contact} {sign Contact title}		{signed_by} {signed_by title}	
Date:		Date:	