

**Texas Higher
Education
COORDINATING BOARD**

REQUEST FOR APPLICATIONS

**Student Success Acceleration Program - Implementation Grants
("SSAP Implementation Grants")**

2022-2023

28102

INQUIRY DEADLINE: 5:00 p.m. CST/CDT, OCTOBER 7, 2022

APPLICATION DEADLINE: 5:00 p.m. CST/CDT, OCTOBER 17, 2022

Table of Contents

1. OVERVIEW OF FUNDING OPPORTUNITY	1
1.1. PROGRAM TITLE	1
1.2. SYNOPSIS OF PROGRAM	1
1.3. PROGRAM AUTHORITY	1
1.4. POINT OF CONTACT	1
1.5. INQUIRIES	2
2. AWARD SUMMARY.....	2
2.1. MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED	2
2.2. GRANT PERIOD.....	2
2.3. SELECTION FOR FUNDING	2
2.4. APPLICATION TIMELINE	2
3. ELIGIBILITY REQUIREMENTS	3
3.1. ELIGIBLE APPLICANT.....	3
3.2. ELIGIBLE PROJECTS.....	3
3.3. PRIORITY PROJECTS.....	3
3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT.....	3
3.5. NOTICE OF INTENT TO APPLY	3
4. APPLICATION SUBMISSION	4
4.1. APPLICATION DEADLINE: 5:00 P.M. CDT/CT, OCTOBER 17, 2022	4
4.2. THECB CONFIRMATION OF APPLICATION RECEIPT	4
4.3. COST OF APPLICATION PREPARATION	5
4.4. APPLICATION DELIVERY AND LATE APPLICATIONS.....	5
5. PROJECT REQUIREMENTS.....	5
5.1. FUNDING RESTRICTION	5
5.2. ALLOWABLE COSTS AND PROHIBITED COSTS.....	5
5.3. PARTICIPATION IN RESEARCH AND INFORMATION SHARING	7
5.4. PARTICIPATION IN EXTERNAL EVALUATION.....	7
6. AWARD SELECTION CRITERIA	8
6.1. APPLICATION SCREENING	8
6.2. PRIORITY CRITERIA FOR AWARD SELECTION.....	8
6.3. GENERAL CRITERIA FOR AWARD SELECTION.....	8
6.4. RECOMMENDATION FOR FUNDING.....	10
7. APPLICATION FORMAT AND CONTENT	10
7.1. CONTACT INFORMATION SHEET (FORM 1)	10
7.2. CERTIFICATION OF APPLICATION INFORMATION (FORM 2).....	10
7.3. GRANT APPLICATION FORM (FORM 3).....	10
7.4. PROPOSED BUDGET (FORM 4)	10
7.5. PROJECT EVALUATION	11
7.6. EVIDENCE OF LEADERSHIP COMMITMENT	11
7.7. ATTACHMENTS	11
8. DISTRIBUTION OF AWARD FUNDS.....	11
8.1. ISSUANCE OF GRANT AWARD	11
8.2. “DISCLOSURE OF INTERESTED PARTIES” REQUIREMENT	11
8.3. FUNDS DISBURSEMENT AND PAYMENT TERMS.....	11
8.4. LAST DAY OF EXPENDITURES.....	12

8.5.	RETURN OF UNEXPENDED FUNDS.....	12
8.6.	GRANT EXTENSION	12
9.	MONITORING AND REPORTING REQUIREMENTS.....	13
9.1.	MONITORING.....	13
9.2.	PROGRAM NARRATIVE REPORTS	13
9.3.	FINANCIAL REPORTS	13
10.	TERMS AND CONDITIONS.....	13
10.1.	TERMINATION.....	13
10.2.	AMENDMENT.....	15
10.3.	INDEMNIFICATION.....	15
10.4.	SOVEREIGN IMMUNITY.....	16
10.5.	ASSIGNMENT	16
10.6.	DELEGATION OR SUBCONTRACTING.....	16
10.7.	RIGHT TO AUDIT AND RECORDS RETENTION.....	16
10.8.	TIME AND EFFORT RECORDKEEPING	17
10.9.	UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AND UNIFORM GRANT MANAGEMENT STANDARDS.....	17
10.10.	FORMS, ASSURANCES, AND REPORTS	17
10.11.	SITE VISITS	18
10.12.	SUPPLANTING PROHIBITION	18
10.13.	APPLICABLE CONDITIONS AND UNIFORM ASSURANCES.....	18
10.14.	RIGHT TO AUDIT AND RECORDS RETENTION	18
10.15.	CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE).....	19
10.16.	DISPUTE RESOLUTION.....	19
10.17.	PUBLIC DISCLOSURE.....	19
10.18.	CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA	20
10.19.	FERPA.....	21
10.20.	INFRINGEMENTS.....	22
10.21.	GOVERNING LAW AND VENUE	23
10.22.	ADDITIONAL GRANTEE RESPONSIBILITIES.....	23
10.23.	CONFLICT OF INTEREST	24
10.24.	DISCLOSURE OF INTERESTED PARTIES.....	24
10.25.	FINANCIAL INTERESTS AND GIFTS.....	24
10.26.	ANTITRUST	24
10.27.	EQUAL OPPORTUNITY.....	24
10.28.	INDEPENDENT CONTRACTOR	25
10.29.	ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES.....	25
10.30.	TAXES/ WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY.....	25
10.31.	PROHIBITION ON USE OF FUNDS FOR LOBBYING.....	26
10.32.	BUY TEXAS	26
10.33.	PROVISION OF SERVICES.....	26
10.34.	FORCE MAJEURE	26
10.35.	NOTICE.....	27
10.36.	FALSE STATEMENTS AND BREACH OF REPRESENTATIONS	27
10.37.	SEVERABILITY AND WAIVER.....	27
10.38.	HUMAN TRAFFICKING PROHIBITION	27
10.39.	FOREIGN TERRORIST ORGANIZATIONS.....	28
10.40.	SYSTEM FOR AWARD MANAGEMENT.....	28
10.41.	NOTIFICATION OF CONTRACT	28
10.42.	INSURANCE.....	28
10.43.	KEY PERSONNEL	29
10.44.	DEBTS AND DELINQUENCIES TO THE STATE	30

10.45.	DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES	30
10.46.	SUSPENSION AND DEBARMENT	30
10.47.	EXCLUDED PARTIES	30
10.48.	E-VERIFY	30
10.49.	DRUG FREE WORK PLACE.....	31
10.50.	NO COMMISSIONS	31
10.51.	APPLICABLE TAXES	31
10.52.	ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS	31
10.53.	SMOKING POLICY	32
10.54.	SUBSTITUTIONS	32
10.55.	CONTRACTING INFORMATION RESPONSIBILITIES.....	32
10.56.	CYBERSECURITY TRAINING	32
10.57.	DISASTER RECOVERY PLAN	32
11.	GOVERNOR’S EMERGENCY EDUCATION RELIEF FUND: OTHER ASSURANCES AND CERTIFICATIONS	32
12.	ENTIRE AGREEMENT AND ORDER OF PRECEDENCE	33
	APPENDIX A: RFA DEFINITIONS	34
	APPENDIX B: CALENDAR OF EVENTS	35
	APPENDIX C: APPLICATION EVALUATION FORM	36
	APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS.....	38
	APPENDIX E: SAMPLE NOTICE OF GRANT AWARD.....	39
	APPENDIX F: CERTIFICATION OF LOBBYING AND DISCLOSURE FORM	40
	APPENDIX G: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION.....	52
	APPENDIX H: DEBARMENT AND SUSPENSION CERTIFICATION FORM	55
	APPENDIX I: FORM 1 – COVER SHEET.....	59
	APPENDIX J: FORM 2 – CERTIFICATION AND LEADERSHIP COMMITMENT PAGE	61
	APPENDIX K: FORM 3 – APPLICATION.....	63
	APPENDIX L: FORM 4 – PROPOSED BUDGET FORM	68
	APPENDIX M: AWARDED GRANTEE RESEARCH PARTICIPATION OBLIGATIONS	70

1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

This program is titled Student Success Acceleration Program Implementation Grants (“SSAP Implementation Grants” or “Implementation Grants”).

1.2. SYNOPSIS OF PROGRAM

SSAP Implementation Grants goal is to support students’ persistence and completions of credentials of value leading to successful career and labor market outcomes. This Request for Applications (RFA) solicits proposals from public, private/independent institutions and systems of higher education in Texas for the development, enhancement, and scaling of evidence-based programs and initiatives in one (1) of the following program areas:

- Academic Supports
- Advising
- Basic Needs/Wrap-Around Services
- Finances/Cost
- Mental Health and Wellness
- Some College, No Credential Reengagement
- Underserved Populations, including First Generation and Economically Disadvantaged Student Initiatives

This grant program is urgently needed for economic recovery due to the COVID-19 pandemic and a future competitive workforce in Texas. Funding from the Coronavirus Recovery and Relief Supplemental Appropriations (CRRSA) Fund has been allocated to launch SSAP Implementation Grants in fall 2022.

1.3. PROGRAM AUTHORITY

SSAP Implementation Grants are subawards from the U.S. Department of Education’s Governor’s Emergency Education Relief (GEER) Fund which was funded the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021 Pub. L. No. 116-260 (December 27, 2020). GEER was established in the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136 (March 27, 2020).SSAP Implementation Grants are intended to provide essential emergency support to public, private/independent higher education institutions and systems as they continue to support students impacted by the COVID-19 pandemic as they struggle to return to postsecondary education or to continue their studies to complete their credentials of value and transition to the workforce.

1.4. POINT OF CONTACT

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

Dr. Suzanne Morales-Vale, Senior Director
Student Success
Texas Higher Education Coordinating Board
Email: CRI@highered.texas.gov
Phone: 512-427-6262

1.5. INQUIRIES

All inquiries must be directed to the Point of Contact. Applicants and prospective Applicants must not discuss an Application, 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. All responses by THECB must be in writing to be binding. Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA will be sent in the form of an Addendum to the RFA to all Applicants who have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to cri@higherred.texas.gov.

2. AWARD SUMMARY

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

Contingent upon the amount of CRRSA funding available, THECB expects to award up to \$15 million for this grant program. Base awards are up to \$180,000 per Applicant. Applicants may request up to an additional \$70,000 for a potential total award not to exceed \$250,000 with a compelling justification. Final award sizes will be based on submitted applications, and awards will be made based on rank order of reviewed applications until funding runs out. **Awarded funds must be expended no later than September 30, 2023.**

In the event additional funding is made available to support the SSAP Implementation Repayment Grants Program, Applicant may be eligible for such funding at the sole discretion of the THECB.

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on November 14, 2022, whichever is later, and will conclude on September 30, 2023, for an approximate one-year Grant Period. Awarded Applicants will have obligations that extend beyond the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support the SSAP Implementation Grants 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	Events
September 23, 2022	RFA Grant Announcement
September 27, 2022	Informational Webinar, 11:00a.m. (CST)
October 7, 2022	Last Day for Inquiries to THECB

October 17, 2022	Application Deadline
November 4, 2022	Anticipated THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

Eligible Applicants are Texas public and private/independent institutions or systems of higher education, as defined in [Texas Education Code § 61.003\(2\)\(3\)\(6\)\(7\)\(10\)\(15\) & \(16\)](#). Three or more eligible institutions may apply as a consortia.

3.2. ELIGIBLE PROJECTS

Applications submitted under this RFA must provide a plan for and execution of the development, enhancement, redesign, and/or scaling of one (1) selected program that seeks to positively impact student persistence and completions of credentials of value leading to successful workforce transitions.

Applications submitted under this RFA may focus on student success programs in one of the following areas:

- Academic Supports
- Advising
- Basic Needs/Wrap-Around Services
- Finances/Cost
- Mental Health and Wellness
- Some College, No Credential Reengagement
- Underserved Populations, including First Generation and Economically Disadvantaged Student Initiatives

3.3. PRIORITY PROJECTS

Applications that meet one or more of the Priority Selection Criteria in Section 6.2 will be given priority points in the award selection process.

3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

Eligible Applicants may submit a maximum of one (1) application. Applicants that are individually accredited may apply as an individual Applicant. Institutions that are separately accredited are considered an eligible individual institution.

Applicants may also submit one (1) application with other eligible applicant(s) as a consortia. In this case, the applicant may submit one (1) application as part of the consortia and one (1) application as an individual institution for a maximum of two (2) applications.

3.5. NOTICE OF INTENT TO APPLY

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

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 5:00 p.m. CDT/CT, OCTOBER 17, 2022

Applications must be:

- completed according to the guidelines in Section 7
- submitted by an authorized agent of the Applicant entity
- submitted via email to CRI@highered.texas.gov to the Point of Contact listed in Section 1.4 as follow:
 - Email Subject Line should read as follow: “SSAPIG – Applicant Name” (e.g., SSAPIG – Best University).
 - Required application forms (1-4) must be submitted as separate Portable Document Format (PDF) attachments using the following file name structure “FORM(X)-Applicant” (e.g., FORM4-BestUniversity; FORM4-SampleCommunityCollege).
 - Required federal forms (Appendix F, G, H) must be submitted as separate Portable Document Format (PDF) attachments using the following file name structure “App(X)-Applicant” (e.g., AppG-BestUniversity; AppG-SampleCommunityCollege).

Submission of an Application confers no rights of Applicant to an award or to a subsequent Grant Agreement if there is one. The issuance of this RFA does not guarantee that a Grant Agreement will ever be awarded. The THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Grant 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 the THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The THECB may

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

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

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

The 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.

The 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 the 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. These costs shall not be chargeable to the THECB by any successful or unsuccessful 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 the THECB prior to the deadlines outlined in Section 4. The 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. PROJECT REQUIREMENTS

5.1. FUNDING RESTRICTION

SSAP Implementation Grants funds shall not be substituted for any other funds available to Applicant or any program or program partners. Awarded funds shall be spent only on expenses that are necessary and reasonable for the SSAP Implementation Grants as documented in Applicant’s Budget.

Grant funds must be expended no later than September 30, 2023.

5.2. ALLOWABLE COSTS AND PROHIBITED COSTS

Pre-Grant award expenditures. Awarded applicants may use grant funds for grantee reimbursement for activities and costs allowable under this RFA delivered or expended on or after August 26, 2022 but prior to Grant Agreement execution and payment.

5.2.1. Allowable Cost Categories.

Project budgets will be designed around allowable grant uses. Reasonable costs in the budget categories below are allowable:

Staff Time and Effort – Costs may include compensation (e.g., salaries, wages, stipends) for personnel time (e.g., program director, coordinator, administrative support) dedicated to the program. The budget should include the total commitment of time and the total amount to be charged to the grant for each staff member. In the budget narrative, applicants should include a breakdown of personnel that includes the position titles, the percent of time allocated to the program, and total administrative personnel costs to be charged to the grant.

Other Professional/Support Staff – Costs may include compensation (e.g., salaries, wages, stipends) for support staff (e.g., faculty, graduate assistants, student/peer mentors) dedicated to the program.

Fringe Benefits – The institution’s normal fringe contribution may be charged in proportion to the time and effort for eligible staff.

Travel – Travel expenses are allowed for personnel conducting activities directly related and necessary for to the identified program. Such costs must be allowable and in compliance with the Federal Uniform Grant Guidance.

Travel costs must be specifically identified and justified in the Application budget. Any travel not identified and justified will need subsequent approved by THECB via a Budget Change Request. 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.

Equipment and Supplies – Expenses may include software and other technology directly related to the identified program.

Other Direct Costs – Expenses include all direct costs related to the identified program not clearly covered by other budget categories.

Examples of “other direct costs” include professional development and training necessary to the identified program; costs associated with hiring external trainers and other vendors necessary for the program; costs for outreach related to the student population(s) targeted for the program.

Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget and the negotiated award budget.

5.2.2. Prohibited Costs.

The following types of costs shall not be included in the proposed budget or be paid with SSAP Implementation Grant funds:

Any and all non-allowable costs specified in Federal Uniform Grant Guidance (UGG) or the CARES Act.

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).

Technology that is not for instructional use (e.g., laptops for staff).

Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price.

Institutional marketing and/or communications expenses other than those pertaining to the grant program

Food and beverages.

Alcohol.

Travel not approved by THECB or that is not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness.

SSAP Implementation Grants

Foreign travel.

Indirect costs.

Capital Expenditures.

5.2.1. Budget Changes

Submission of a Budget Change Request and prior written approval from the THECB is required to allow:

Budget transfers across the allowable budget categories listed in Subsection 5.2.1 that exceed twenty-five percent (25%) of the total Grant Award during the Grant Period.

Domestic travel not specifically itemized in the Application Budget or a subsequent submitted and accepted Revised Budget.

Other Direct Costs not specifically identified and justified in the Application Budget or a subsequent submitted and accepted Revised Budget.

Budget Change Request approval must be received in writing from the Point of Contact for the SSAP Implementation Grant Program.

5.3. PARTICIPATION IN RESEARCH AND INFORMATION SHARING

In service to sharing best practices and ongoing capacity building regarding the retention of postsecondary students and implementation of SSAPs in Texas, grantees are required to participate in research and information sharing efforts initiated by the THECB or a third-party as determined by the THECB. Research and information sharing efforts include, but are not limited to, additional data collection, surveys, on-site reviews, interviews, webinars, conferences, or regional meetings. With exception to participation in conferences and regional meetings, this section shall survive the end of the grant term or termination.

Awarded applicants may receive targeted technical assistance, resources, and training/professional development to identify and serve their students' basic needs. In addition, the THECB and its designated vendors may provide technical assistance and capacity-building services for grantees under this program, including the following:

- Workshops and interactive learning experiences to support capacity building;
- A statewide community of practice to continue to build and enhance the Student Success Inventory and facilitate the growth of shared knowledge and promising/best practices;
- Focus on sustainability and institutional processes and policies to ensure these efforts last and reduce inequities;
- Guidance and support for the use of a Return on Investment (ROI) tool to help determine program costs and impact.

5.4. PARTICIPATION IN EXTERNAL EVALUATION

All awarded applicants may receive targeted professional development/training and support to participate in the evaluation of the SSAP Implementation Grants program. The obligations for Awarded Grantees are outlined in Appendix M (Awarded Grantee Research Participation Obligations). Awarded Applicants may have opportunity to participate in direct, targeted

support to ensure research-related obligations are met. (Note: Appendix M is for reference only and should not be completed or submitted with the application).

6. AWARD SELECTION CRITERIA

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

SSAP Implementation Grants opportunity offered through 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, funding priorities, and program quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants, detailed in RFA Section 6.3.

6.1. 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 the 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 6.2 and 6.3.

6.2. PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's application will be given five (5), ten (10), or fifteen (15) priority "bonus" points in the selection process based on the priority categories described in this section. Five (5) points will be given for each category in which the Applicant is eligible. Eligibility will be verified by THECB staff.

Category One – Applicant received an Accelerating Student Success Planning Grant and successfully submitted the required Action Plan and Student Success Programs Inventory Survey, as verified by THECB staff, for the same program for which they are seeking funding through the SSAP Implementation Grants.

Category Two – Application is federally recognized as "Minority Serving Institutions" (MSIs).

Category Three – Applicant is a public institution of higher education.

6.3. GENERAL CRITERIA FOR AWARD SELECTION

At a minimum, two (2) reviewers will independently score each component of the application, which are designed to enable the reviewers to assess the quality of the proposed program and determine the likelihood of its success. An application may earn a maximum of 75 points. Applications will be ranked from highest to lowest based on all scores. The Application Evaluation Form can be found in Appendix C.

1. Program Overview (5 points)

The program overview provides a clear summary of the submitted program and relevant information that describes how the program is aligned to the selected primary program focus area. (maximum of 250 words)

2. Rationale for Funding (5 points each)

- a. A brief narrative outlining the Applicant's rationale to scale, enhance, redesign, or implement the submitted program. Response should include information and data on the program's target student population(s), current outcomes, and other relevant information to make a compelling case for the Applicant to receive grant funds. (maximum of 250 words)
- b. Indicate the number of students served (if applicable) for AY21 (baseline) and the anticipated number of students to be served in AY 2022-23 and AY 2023-24 for the submitted program considering the potential impact of grant funds.
- c. A brief narrative addressing how the submitted program will impact persistence, completions, and workforce transition metrics for the targeted student population(s) in AY 22 and AY 23? (maximum of 250 words)

3. Goals and Main Activities (5 points each)

- a. Provide the top three (3) goals for the program. Stated goals should be reasonable, measurable, and have a strong connection to the program.
- b. An outline of the key activities that support the full implementation of the submitted program. and their appropriateness to ensure full implementation of the submitted program.

4. Equity Framework (5 points each)

Applicant should reference Figure 1.7 provided in the Application (FORM 3) to answer questions in this section.

- a. A brief narrative explaining how the equity terms outlined in Figure 1.7 (e.g., equity, equity-mindedness, equity lens) are important to implementing the submitted program. (maximum of 125 words)
- b. A brief narrative highlighting how the submitted program addresses equity for the targeted population(s). (maximum of 125 words)

5. Additional Compelling Information (required for budget requests over \$180,000)

For this component, reviewers will determine whether the additional information provided justifies the request for more funding with a yes or no. No points will be awarded.

Additional compelling information may include but is not limited to how the additional funds will allow institution to serve more students, provide more staff support, or otherwise accelerate or scale proposed program leading to positive impact on outcomes metrics.

6. Budget (10 points)

Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provides a strong connection to the proposed work. See Subsection 7.4 for more detailed guidance on the budget.

7. Overall Assessment (10 points)

Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the IHE's work to achieve stated goals.

6.4. RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education.

7. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 7.1 through 7.7 of this RFA. The Application Forms are available on the THECB website: [\[www.thecb.state.tx.us/ProgramName\]](http://www.thecb.state.tx.us/ProgramName).

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 6.2 and 6.3 of this RFA.

7.1. CONTACT INFORMATION SHEET (FORM 1)

The Contact Information Sheet provides contact information for the proposed Project Director and Project Co-Director. These individuals are responsible of the operation and outcomes of the project and serve as the primary contacts for all matters related to the grant at the awarded institution or consortia. An applicant is required to designate both a Director and a Co-Director.

7.2. CERTIFICATION OF APPLICATION INFORMATION (FORM 2)

The Certification Page 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. This form also provides evidence of project commitment of Applicant's Leadership. If the signatory is other than the Chancellor/President of the institution, Applicant must attach a Letter of Designation or other documentation in addition to this form that certifies the designee's authority to act in this capacity.

7.3. GRANT APPLICATION FORM (FORM 3)

Applicant must submit responses on Grant Application Form (Appendix K) and address each item. Incomplete submissions will not be reviewed.

7.4. PROPOSED BUDGET (FORM 4)

In the format provided in Appendix L (Proposed Budget Form), Applicant must provide a budget overview (Column III) and budget narrative (Line A) for the proposed project. An Applicant requesting additional funding (see Section 6.5) must also complete Column IV (Additional Funds Request) and Line B in the budget narrative. The budget overview should provide a reasonable estimate of expenditures over the Grant Period. The supporting budget narrative should provide adequate justification for the funds requested for each line item. The amount of time and effort (e.g., percentage of time or number of hours) should be included for any positions that will be supported with requested funds.

Applicants should consider information in Subsection 2.1. when developing the project's budget. Detailed information regarding budget categories and allowable and prohibited costs can be found in Subsection 6.2.

7.5. PROJECT EVALUATION

Project evaluation is incorporated into the external evaluation of SSAP Implementation Grants. Awarded Applicants will be provided with technical support and are required to participate in the external evaluation component as outlined in Section 6.4.

7.6. EVIDENCE OF LEADERSHIP COMMITMENT

See Subsection 8.2. CERTIFICATION AND LEADERSHIP COMMITMENT (FORM 2).

7.7. ATTACHMENTS

The only attachments authorized for inclusion with the Application under this RFA are those required or requested as listed in Appendix D.

8. DISTRIBUTION OF AWARD FUNDS

8.1. ISSUANCE OF GRANT AWARD

Following all negotiations between the THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of the THECB's ETEP Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on October 17, 2022, whichever is later. Throughout this RFA, the terms "NOGA," "Award," "Contract", and "Grant" are used interchangeably.

The Contract must be executed by an individual authorized to enter into a contract on behalf of the Applicant. Upon execution of a Contract 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 Contractor are referred to singularly as "Party" and collectively as "Parties." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the term "Contract" or "Agreement."

8.2. "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the non-state Business Entity has presented a certificate disclosing interested parties. For-profit organizations, not-for-profit organizations, and private institutions selected for an award must complete this requirement before a grant award contract can be executed. Further information relating to Disclosure of Interested Parties is provided in Section 10.25 of this RFA.

8.3. 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.

SSAP Implementation Grants

SSAP Implementation Grants stem from an allocation of CRRSA funds to THECB. CRRSA dollars, in turn, originate from the U.S. Department of Education's administration of the Education Stabilization Fund in the Coronavirus Recovery, Relief, and Economic Security (CARES) Act of 2020. The CARES Act (HR 748/S 3548 of the 116th Congress) was signed into law on March 27, 2020. Awarded Applicants shall receive payments through the Texas Comptroller of Public Accounts.

The 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 the THECB, as described in Section 8.2. OR until submitted expenditure reports have been approved by the THECB for payment

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, funds will be disbursed as follow:

Initial Funding. Up to Fifty percent (50%) of awarded funds will be disbursed to enable the Grantee to implement the program approved in its Application.

Additional Funding. Awarded Applicants will receive remaining awarded funds upon the successful submission and acceptance of the Awarded Applicant's Interim Report.

At THECB's sole discretion, the Additional Funding is contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks, and producing expected outcomes in the first half of the Grant Period.

All grant-related expenses must be incurred on or prior to September 30, 2023.

8.4. LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before September 30, 2023. Expenses incurred after this date cannot be charged to SSAP Implementation Grants.

8.5. RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds to THECB no later than fifteen (15) days after the end of the Grant Period days unless otherwise agreed by THECB and Grantee.

An Awarded Applicant may be required to return funds when performance indicators (e.g., ad hoc, interim and/or financial reports) suggests awarded funds may not be fully expended by the end of the grant term. In the event this occurs, the Awarded Applicant's amount of award will be reduced by the amount required to be returned via an amendment to the grant award. Applicant shall return these funds within 14 days of request.

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

8.6. GRANT EXTENSION

Extension of the Grant Period, including no-cost extensions will not be granted.

If additional funding is available to support SSAP Implementation Grants, the THECB Point of Contact will notify eligible grantees. Additional documentation and/or work may be required.

9. MONITORING AND REPORTING REQUIREMENTS

9.1. MONITORING

The THECB staff shall monitor and oversee the SSAP Implementation Grants' 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 program reports listed in Sections 10.2 and 10.3 for a program funded as a result of this RFA. The THECB will provide a template and instructions for electronic submission of required reports.

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, the THECB reserves the right to require that awarded funds be returned. If a required report is not accepted by THECB, Awarded Applicant will be required to revise and resubmit the required report by a deadline provide by THECB. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

9.2. PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit, at a minimum, two (2) written program reports as specified by THECB on or before 5 p.m. (CT) the following dates:

1. Interim Program Report #1 due February 3, 2023,
2. Interim Program Report #2 due June 2, 2023, and
3. Final Program Report due October 27, 2023.

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

1. Narrative status report on the creation, expansion, or redesign of the program identified for the SSAP Implementation Grants.
2. Program Action Plan. The work plan submitted with Applicant's Application shall be updated and supplemented for each interim report and for the final report.
3. Information and data on students supported under the program, as requested by THECB and SSAP Implementation Grants evaluator.

9.3. FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports as specified by THECB due on or before 5 p.m. (CT) the following dates:

1. Interim Expenditure Report #1 due February 3, 2023,
2. Interim Expenditure Report #2 due June 2, 2023, and
3. Final Financial Report due October 27, 2023.

10. TERMS AND CONDITIONS

10.1. TERMINATION

Notwithstanding the termination or expiration of this Contract, the provisions of this Contract 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 Contract.

10.1.1. CONVENIENCE OF THE STATE

THECB, in its sole discretion, may terminate this Grant Award/Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 10.35, Notice, of this Grant Award/Agreement. In the event of such termination, the Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any deliverables received from or services performed by the Grantee before the termination date.

10.1.2. TERMINATION FOR CAUSE

THECB may, by written notice to Grantee, immediately terminate this Grant Award/Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's Services; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant Award/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 under this Grant Award/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 damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the State of Texas and THECB resulting from Grantee's non-performance.

10.1.3. ABANDONMENT OR DEFAULT

If the Grantee Abandons or Defaults on the Grant Award/Agreement, THECB reserves the right to terminate the Grant Award/Agreement without notice and either re-solicit or re-award the Grant Award/Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-solicitation 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.

10.1.4. APPLICABLE LAW AND CONFORMING AMENDMENTS

THECB may terminate this Grant Award/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 Award/Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Award/Agreement throughout the Grant Award/Agreement Term to incorporate any modifications necessary for THECB's

compliance, as an agency of the State of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

10.1.5. EXCESS OBLIGATIONS (NON-APPROPRIATION)

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

10.1.6. EFFECT OF TERMINATION

Upon any termination, all indemnities, including without limitation those set forth in this Grant Award/Agreement, as well as Grant Award/Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Award/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 Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Grant Award/Agreement requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

10.1.7. TRANSFER OF DUTIES

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

10.2. AMENDMENT

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

10.3. INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

Acts or Omissions: GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND 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 THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AWARD/AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AWARD/AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE 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 THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

10.4. SOVEREIGN IMMUNITY

The Parties stipulate and agree that no provision of, or any part of this Grant Award/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 the Laws of the State of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th 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 Award/Agreement and specifically retain such immunity and all defenses available to them under the laws of the State of Texas or the common law.

10.5. ASSIGNMENT

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

10.6. DELEGATION or SUBCONTRACTING

Unless as otherwise provided for in this Grant Award/Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without prior written approval of THECB. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Award/Agreement. 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 Business(es) (HUB), as defined in Texas Government Code §2161.001(2), during the performance of this Grant Award/Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

10.7. RIGHT to AUDIT and RECORDS RETENTION

Grantee understands that acceptance of funds under this Grant Award/Agreement, or indirectly through a subcontract under this Grant Award/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 above parties in the conduct of the 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 shall assure 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 Award/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 Award/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 Award/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 Award/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.

10.8. 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.

10.9. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AND UNIFORM GRANT MANAGEMENT STANDARDS

Grantee will use GEER funds only for uses permissible under this RFA consistent with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, 2 C.F.R. Part 200). In addition, Grantee agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances.

10.10. FORMS, ASSURANCES, and REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. The 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 the THECB's attention and may deny reimbursements or recover

SSAP Implementation Grants

payments made by the THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

The following certifications must be completed prior to issuance of a grant award:

1. Certification Regarding Disclosure of Lobbying Activities (Appendix F);
2. Certification Federal Funding Accountability and Transparency Act (FFATA) (Appendix G); and
3. Certification Regarding Debarment and Suspension (Appendix H)

10.11. Site Visits

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the SSAP Implementation Grants operations and accomplishments.

10.12. Supplanting Prohibition

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

10.13. 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. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

10.14. RIGHT TO AUDIT AND RECORDS RETENTION

Grantee understands that acceptance of funds under this Grant Award/Agreement, or indirectly through a subcontract under this Grant Award/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, and 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 above parties 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 shall assure 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 Award/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 Award/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 Award/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 Award/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.

10.15. CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE)

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

10.16. DISPUTE RESOLUTION

If THECB determines that any work product is not acceptable, THECB shall notify Grantee of the specific deficiencies in writing. Grantee shall then undertake all steps necessary to correct any deficiencies at no additional cost to THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by THECB and Grantee to attempt to resolve any claim for breach of Contract. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Grant Award/Agreement.

10.17. PUBLIC DISCLOSURE

Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are 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 policy of the THECB.

Potential Publication in News Media of any Type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When 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 any Contract/Grant resulting from 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.

10.18. CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA

Notwithstanding any provisions of this Grant Award/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 opinions and opinions of the Attorney General of the State 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.

10.18.1. PUBLIC INFORMATION ACT

THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Grant Award/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 contact within 24 hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to this Grant Award/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 the State 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 Award/Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Grant Award/Agreement without the prior written consent of THECB. Grantee will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and 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 Award/Agreement.

All submitted Applications become the property of the THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with

Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Contract. 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 included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was 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 shall be in boldface type at least 14-point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

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 the THECB to violate any law, including the Texas Public Information Act.

10.19.FERPA

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

10.19.1.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 the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth in Section 11, TERMS and CONDITIONS. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

10.19.2.ACKNOWLEDGMENT OF ACCESS TO COVERED DATA AND INFORMATION (CDI)

Grantee acknowledges that the Grant Award/Agreement allows the Grantee access to CDI.

10.19.3.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 Award/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.

10.19.4.RETURN OR DESTRUCTION OF CDI

Upon termination, cancellation, expiration or other conclusion of the Grant Award/Agreement, Grantee shall return all CDI to THECB or, if return is not feasible,

destroy any and all CDI. If the Grantee destroys the information, the Grantee shall provide THECB with a certificate confirming the date of destruction of the data.

10.19.5. BREACH

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

10.19.6. 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.

10.19.7. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Grantee shall, within one hour of discovery, report to THECB any use or disclosure of CDI not authorized by this Grant Award/Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used 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 or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

10.20. INFRINGEMENTS

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH 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 THE STATE 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 THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. 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 the 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 the 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.

10.21. GOVERNING LAW and VENUE

The Grant Award/Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract 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 the Awarded Applicant.

10.22. 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 or administrative bodies or tribunals in any matter affecting the performance of this Grant Award/Agreement, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, 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 its, 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 for THECB under this Grant Award/Agreement. Grantee shall provide all labor and equipment necessary to furnish the deliverables or perform the Services. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Grantee.

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 competently and professionally the Services in accordance with this Grant Award/Agreement, (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 Award/Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Award/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 Award/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 Award/Agreement.

10.23. CONFLICT of INTEREST

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

10.24. Disclosure of Interested Parties

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair 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 (TEC) has an online portal for vendors/grantees. Vendors/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 before sending a final copy to the THECB at Contracts@THECB.state.tx.us. The TEC portal link can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.25. Financial Interests AND Gifts

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

10.26. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Grant Award/Agreement, neither I nor any representative of the 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 Award/Agreement, neither I nor any representative of the Grantee have violated any federal antitrust law; and (3) neither I nor any representative of the Grantee have directly or indirectly communicated any of the contents of this Grant Award/Agreement to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.

10.27. 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 Award/Agreement.

10.28. Independent Contractor

Grantee shall be an independent contractor in all matters relating to this Grant Award/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.

10.29. Eligibility/Authorization to Work in the United States

Grantee shall ensure that all personnel provided to perform work under this Grant Award/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 Award/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 Award/Agreement and THECB shall have the right to terminate the Grant Award/Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

10.30. Taxes/ Workers' Compensation/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 AWARD/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 AWARD/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 THE 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 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 AWARD/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 THE STATE 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. 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 the THECB rules relating to the SSAP Implementation Grants as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

10.31. 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 Award/Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

10.32. Buy Texas

In accordance with Section 2155.4441 of the Texas Government Code, Grantee agrees that during the performance of a Grant Award/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.

10.33. Provision of Services

If applicable, upon any request by THECB 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 Award/Agreement.

10.34. Force Majeure

THECB may grant relief from performance of this Grant Award/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 the Grantee. The burden of proof for the need of such relief shall rest upon the 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.

10.35. Notice

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

Method of Notice. All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), (iv) facsimile, or (v) electronic mail to the parties at the address specified in this Grant Award/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 Award/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.

The 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.

10.36. False Statements AND Breach of Representations

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

10.37. Severability and Waiver

The invalidity, illegality, or unenforceability of any provision of this Grant Award/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 Award/Agreement shall be construed to operate as a waiver of any rights under the Grant Award/Agreement, or of any cause of action arising out of the performance of the Services required by the Grant Award/Agreement.

10.38. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Prohibition on Certain Bids and Contracts Related to Persons Involved in Human Trafficking, the Grantee certifies that the individual or business entity named in this Grant Award/Agreement is not ineligible to receive the specified contract and acknowledges that this Grant Award/Agreement may be terminated and payment withheld if this certification is inaccurate.

10.39. 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 Section 2252.152 of the Texas Government Code.

10.40. 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>.

10.41. Notification of Contract

(Only applies to Employees of a Texas state agency or any 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.

10.42. Insurance

If required by law, grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Award/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 the Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of contract, 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
Workers’ Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability (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

Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
Umbrella/Excess Liability	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that:

- (1) Have both a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and
- (2) Have 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 the laws of the State of Texas and in a form satisfactory to THECB. All required insurance contracts must:

- (1) Be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and
- (2) 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 Contracts@theeb.state.tx.us and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, at least 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 Award/Agreement; and
- (3) Deliver to THECB by e-mail at Contracts@theeb.state.tx.us and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, 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 Award/Agreement.

Grantee must ensure that all provisions of the Grant Award/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 Award/Agreement.

10.43. Key Personnel

Grantee shall assign only qualified personnel to this Grant Award/Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Services. Grantee shall provide to THECB prior written notice and obtain written approval from THECB prior to any change in key personnel involved in providing Services under this Grant Award/Agreement. Subcontractors providing services under the Grant Award/Agreement shall meet the same requirements and level of experience as required of

Grantee (see “Assignment, Delegation, or Subcontracting” provision for additional conditions regarding subcontracts). No subcontract under this Grant shall relieve Grantee of responsibility for ensuring the required Services are provided. THECB, in its sole discretion, may require Grantee to remove any employee, contractor, subcontractor, or vendor of the Grantee from providing work or services under the Grant Award/Agreement. Grantee shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

Grantee represents and warrants that Grantee has not and Grantee’s employees who will be participating in the funded project/program have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB’s prior written consent to proceed.

10.44. Debts and Delinquencies to the State

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

10.45. 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 officer(s) has 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.

10.46. 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 State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

10.47. 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.

10.48. E-verify

U.S. Department of Homeland Security’s E-Verify System

By entering into this Grant Award/Agreement, the Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

All persons employed to perform duties within Texas, during the term of the Grant Award/Agreement; and

All persons (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Award/Agreement, within the United States of America.

10.49. Drug Free Work Place

The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.50. No Commissions

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

10.51. Applicable Taxes

This Grant Award/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(s) 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 Award/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 the Grantee's request.

10.52. Electronic and Information Resources Accessibility Standards

Effective September 1, 2006, 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 1 Texas Administrative Code (TAC) 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 Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas 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" (<http://www.buyaccessible.gov>). 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/>.

10.53. 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. The Grantee, by acceptance of this Grant Award/Agreement, agrees to abide by this policy when on the property of THECB.

10.54. Substitutions

Substitutions are not permitted without the written approval of THECB.

10.55. Contracting Information Responsibilities

(Applicable for Contracts \$1 million and Above)

Grantee represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Grant Award/Agreement and the Grantee agrees that the Grant Award/Agreement can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

10.56. Cybersecurity Training

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

10.57. Disaster Recovery Plan

Upon request of THECB, Grantee shall provide the descriptions of its business continuity and disaster recovery plans.

11. GOVERNOR’S EMERGENCY EDUCATION RELIEF FUND: OTHER ASSURANCES AND CERTIFICATIONS

11.1. Grantee will comply with all applicable assurances in OMB Standard Forms 424B (Assurances, Non-Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflicts of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders, and regulations.

11.2. With respect to the Department of Education’s Certification Regarding Lobbying Form 80-0013, “[n]o Federal appropriated funds have been paid or will be paid . . . to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making” or renewal of any Federal grant under this program; the state will complete and submit Standard Form LLL, Disclosure of Lobbying Activities, when required (34 C.F.R. Part 82, Appendix B); and the state will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

- 11.3.** Any Grantee receiving funding under this program will have on file with the state a set of assurances that meets the requirements of Section 442 of the General Education Provisions Act (GEPA), 20 U.S.C. 1232e.
- 11.4.** To the extent applicable, Grantee will include in its local application a description of how the Grantee will comply with the requirements of Section 427 of GEPA, 20 U.S.C. 1228a. The description must include information on the steps the Grantee proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede access to, or participation in, the program.
- 11.5.** Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Water Pollution Act, as amended, 42 U.S.C. §§ 7401 et seq and 33 U.S.C. §§ 1251 et seq., respectively. Grantee agrees to report each violation to Coordinating Board and understands and agrees that Coordinating Board will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office. Grantee agrees to include these requirements in each subcontract or subaward under this Agreement exceeding \$150,000.
- 11.6.** Grantee will comply with the provisions of all applicable acts, regulations, and assurances; the provisions of the Education Department General Administrative Regulations in 34 C.F.R. Parts 75, 76, 77, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, as adopted and amended as regulations of the Department of Education (Department) in 2 C.F.R. Part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200, as adopted and amended as regulations of the Department in 2 C.F.R. Part 3474.

12. Entire Agreement and Order of Precedence

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

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) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application. This Grant Award/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 Parties relating to the subject matter of this Grant Award/Agreement. The Parties further agree that this Grant Award/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 Award/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:

1. **Accelerating Student Success Planning Grant (aka “Planning Grant”)** – Grants awarded to institutions that submitted a Letter of Interest upon invitation by Commissioner Keller on May 3, 2022. Awarded grantees are required to submit three deliverables: 1) Action Plan, 2) Student Success Programs Inventory Survey, and 3) Final Expenditure Report. Awarded grantees that successfully submitted deliverables 1 and 2, as verified by THECB staff, are eligible for priority points for the SSAP Implementation Grants, as outlined in Section 6.3 General Criteria for Award Selection.
2. **Applicant** – An eligible public or private higher education institution, as defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
3. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
4. **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.
5. **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.
6. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.
7. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 PM CT/CDT, except for scheduled state of Texas and national holidays.
8. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

APPENDIX B: CALENDAR OF EVENTS

September 23, 2022	Request for Applications Published
September 27, 2022	Informational Webinar (11:00am, CST)
October 7, 2022	Last Day for Applicant Inquiries
October 17, 2022	Application Deadline (5:00pm, CST)
November 4, 2022	THECB Announces Grant Awards
November 14, 2022	Anticipated Grant Period Start Date*
January 3, 2023	Interim Program Report #1 Due
January 3, 2023	Interim Expenditure Report #1 Due
June 2, 2023	Interim Program Report #2 Due
June 2, 2023	Interim Expenditure Report #2 Due
September 30, 2023	Grant Period Ends - Last Day to Expend Grant Funds
October 27, 2023	Final Program and Expenditure Report Due
October 27, 2023	Last Day to Submit Unexpended Grant Funds Due to THECB

*Grant Period begins November 14, 2022 or upon execution of Notice of Grant Award, whichever is later.

APPENDIX C: APPLICATION EVALUATION FORM

Texas Higher Education Coordinating Board
 Student Success Acceleration Program Implementation Grants
GRANT APPLICATION EVALUATION FORM

Evaluator Number:

Applicant Name:

Review Date:

Program Components		
1. Program Overview	Maximum Points	Points Awarded
Clarity of Applicant's program overview and the degree to which it aligns with the selected program focus area.	5	
2. Rationale for Funding		
a. Strength/clarity of Applicant's rationale to scale, enhance, redesign, or implement the submitted program.	5	
b. Grant funds potential impact on number of students served by the submitted program for AY 22 and AY 23 as compared to baseline of AY 21.	5	
Strength/clarity of anticipated program impact on persistence, completions, and workforce transitions for the targeted student population(s) in AY 22 and AY 23.	5	
3. Goals and Main Activities		
a. Strength/clarity of Applicant's goals and their appropriateness to the submitted program.	5	
b. Strength/clarity of Applicant's identified main activities and their appropriateness to ensure full implementation of the submitted program.	5	
4. Equity Framework		
a. Connection of equity terminology (e.g., equity, equity-mindedness, equity lens) to importance of implementing the submitted program.	5	
b. Strength/clarity of how Applicant's submitted program addresses equity for the targeted student population(s).	5	
5. Additional Compelling Information (required for budget requests over \$180K)		
Strength/clarity of additional information provided by Applicant in support of additional funding.	Acceptable Justification (Yes or No)	
6. Budget		
Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provides a strong connection to the proposed work.	10	
7. Overall Assessment		
Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve stated goals.	10	
8. Priority Criteria (additional points)		
1. Applicant received an Accelerating Student Success Planning Grant and successfully submitted the required Action Plan and Student Success Programs Inventory Survey, as verified by THECB staff, for the same program for which they are seeking funding through the SSAP Implementation Grants.	5	
2. Applicant is an eligible public, private/independent institution of higher education federally recognized as a "Minority Serving Institution" (MSI).	5	
3. Applicant is an eligible public institution of higher education.	5	
TOTAL POINTS AWARDED	75	

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Information (RFA Section)	Application Form / Attachment
CONTACT INFORMATION SHEET (8.1)	FORM 1 – Contact Information Sheet
CERTIFICATION OF APPLICATION INFORMATION (8.2)	FORM 2 – Certification of Application
GRANT APPLICATION (8.3)	FORM 3 – Grant Application Form
PROPOSED BUDGET (8.4)	FORM 4 – Proposed Budget Form
CERTIFICATION REGARDING DISCLOSURE OF LOBBYING ACTIVITIES	APPENDIX F
CERTIFICATION FEDERAL FUNDS ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)	APPENDIX G
CERTIFICATION REGARDING DEPARTMENT AND SUSPENSION	APPENDIX H
AWARDED GRANTEE RESEARCH PARTICIPATION OBLIGATIONS	APPENDIX M

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD



THECB Award No.: {bmsReference}
Federal Fiscal Year: {fiscalyear}

Notice of Federal Grant Award
to
{contracted_party}

Grantee’s Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	Federal Grant Title: {grantTitle}
	CFDA: {cfda}
	Federal Grant Award Number: {fedAwardno}
	Federal Award Date:
Amount of Award: \$ {total_\$}	Term of Grant: {period_start} to {period_end} All funds must be expended by: {period_end} (if applicable)
	Federal Grant Funding Agency: {fedAgency}
	Research and Development?
	UEI Number: {UEI}
Payment Method: Reimbursement	Congressional District Location: {congrDistrLoc} Congressional District Place of Performance: {congrDistrPerf}
Authority: {statutoryAuthority}	
The Texas Higher Education Coordinating Board’s (“THECB”) and the 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 Application (RFA) including any addenda issued, (2) the 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. Insert here any additional changes made to Application or RFA - e.g., if payment schedule has changed based on a revised budget Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.	
Signed by THECB Official:	Signed by Grantee Official:
{signContact} {signContacttitle}	{signed_by2} {signed_bytitle}
Date:	Date:

APPENDIX F: Certification Of Lobbying and Disclosure Form

CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM

CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Please check one or two of the following that pertain to your institution.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
If box 2 is checked, the completion of "Disclosure of Lobbying Activities" form-LLL is required.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

_____ Date: _____

(Signature of Authorized Official)

(Title of Authorized Official)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> _____	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Federal Agency Form Instructions - Disclosure of Lobbying Activities

Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	1.2
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Form Field Instructions

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.

Field Number	Field Name	Required or Optional	Information
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Sub awardee	Check if applicable	Click to designate the organization filing the report as the Sub Awardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known	Optional	Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required.
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required.
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required.
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2-character state abbreviation - 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.

Field Number	Field Name	Required or Optional	Information
5.	If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime.
	Name	Required	If the organization filing the report in item 4, checks "Sub awardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Sub awardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Sub awardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Sub awardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Sub awardee", select the appropriate state from this pull-down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2-character state abbreviation - 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department/Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-

Field Number	Field Name	Required or Optional	Information
			populated from SF-424 if using Grants.gov.
	CFDA Title	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name and Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.

Field Number	Field Name	Required or Optional	Information
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull-down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

Field Number	Field Name	Required or Optional	Information
11.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	N/A	N/A
	Signature	Required	Completed by Grants.gov upon submission.
	Name	Required	Provide the information for the Name of the Certifying Official.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official.
	First Name	Required	Enter the first name of Certifying Official. This field is required.
	Middle Name	Optional	Enter the middle name of the Certifying Official.
	Last Name	Required	Enter the last name of the Certifying Official. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.
	Title	Optional	Enter the title of the Certifying Official.

Field Number	Field Name	Required or Optional	Information
	Telephone No.	Optional	Enter the telephone number of the certifying official.
	Date	Required	Completed by Grants.gov upon submission.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

OMB Number: 4040-0013 7
OMB Expiration Date: 02/28/2025

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 2. Identify the status of the covered Federal action.
 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
-

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**APPENDIX G: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) CERTIFICATION**

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards:

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

- Yes If yes, continue to question B.
 No If no, questionnaire is complete. Please sign section E. Thank you!

B. Certification Regarding Amount of Annual Gross from Federal Awards:

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

- Yes If yes, continue to question C.
 No If no, questionnaire is complete. Please sign section E. Thank you!

C. Certification Regarding Public Access to Compensation Information:

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If yes, questionnaire is complete. Please sign section E. Thank you!
 No If no, please complete Section D.

D. Top Executive Disclosure Requirements: Provide the names and total compensation of the top five most highly compensated officers/senior executives for the preceding fiscal year below. Please see 2 CFR Pt. 170, including its Appendix A for guidance. After completing Section D, please sign section E. Thank you!

	Name of Top Executives	Annual Compensation
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

E. Signatures:

As the duly authorized representative (Signor) of the Contractor/Grantee, I hereby represent and warrant that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge and are consistent with FFATA (31 USC § 6101 note), as amended, and its implementing regulations including 2 CFR Part 170. I further represent and warrant that I will provide THECB will any and all information which

may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Organization Name:	
UEI Number:	
Zip code(s) in which services will be performed:	
Signer Printed Name:	
Title:	
Signature:	
Date:	

APPENDIX H: DEBARRMENT AND SUSPENSION CERTIFICATION FORM

DEBARMENT AND SUSPENSION CERTIFICATION FORM

TEXAS HIGHER EDUCATION COORDINATING BOARD

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

“Non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities” (2 CFR 200.214).

This certification is required by the United States Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements (2 CFR 3485.220, 2 CFR 3485.330).

1. By signing this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Texas Higher Education Coordinating Board (“THECB”) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact THECB for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing this contract, should the proposed covered transaction be entered into, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by signing this contract that it will include a clause titled: “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” stating the Certification listed below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of its Proposal/Application and/or by signature on any resulting Agreement/Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) The prospective lower tier participant certifies that it will comply with the requirements of 2 CFR part 180, subpart C, as adopted at 2 CFR 3485.12 (2 CFR 3485.330).

• Terms Defined: As used in these Provisions and Assurances

- *Nonprocurement Transaction:* Any transaction, regardless of type (except procurement contracts), including, but not limited to the following: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurances, payments for specified uses, and donation agreements. A non-procurement transaction at any tier does not require the transfer of Federal funds. (2 CFR 180.970).
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant (2 CFR 180.980).
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) is in a position to handle Federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity

required to perform the covered transaction (2 CFR 180.995).

- *System for Award Management (SAM Exclusions)*: The list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official under Subpart H of [Part 180] to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred (2 CFR 180.925).
- *Suspension*: An action taken by a suspending official under subpart G of [Part 180] that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended (2 CFR 180.1015).
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification (2 CFR 180.960).
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized (2 CFR 180.985).
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction
- *Voluntary Exclusion or Voluntarily Excluded*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. Voluntarily Excluded means the status of a person who has agreed to a voluntary exclusion (2 CFR 180.1020).

APPENDIX I: FORM 1 – COVER SHEET

Texas Higher Education Coordinating Board
 Student Success Acceleration Program Implementation Grants
GRANT APPLICATION COVER SHEET (FORM 1)

Eligible Applicants may submit a maximum of one (1) application. Applicants that are individually accredited may apply as an individual Applicant. Institutions that are separately accredited and have an established XX (federal number) are considered an eligible individual institution.

Type of Application (Place an "X" in the appropriate box.)			
Individual		Consortia	

Applicant or Consortia Lead:	
Address:	
City/State/Zip Code:	
Project Director Name:	
Title:	
Phone Number:	
E-Mail Address:	
Project Co-Director Name:	
Title:	
Phone Number:	
E-Mail Address:	

If applying as a Consortia, please list all institutions in the box below:

APPENDIX J: FORM 2 – CERTIFICATION AND LEADERSHIP COMMITMENT PAGE

Texas Higher Education Coordinating Board
 Student Success Acceleration Implementation Grants
CERTIFICATION AND LEADERSHIP COMMITMENT PAGE (FORM 2)

APPLICANT:	
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1. Certification of Information Contained in this Application (RFA Sections 8.2. and 8.8)

The submitted Application is binding and valid at the discretion of the Texas Higher Education Coordinating Board. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this Request for Applications and Applicant's attachment of such terms and conditions to an Application may disqualify the Application.

By submitting this document, the signatory certifies to the following:

- (1) I am legally authorized to submit this application on behalf of the applicant institution.
- (2) The statements herein are true, complete, and accurate to the best of my knowledge.
- (3) If funds are awarded, this institution fully accepts the terms and conditions described in the College Readiness and Completion Models Program Request for Applications and accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.
- (4) I further certify that any grant activity will be conducted in accordance with all applicable State laws and regulations, applications guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, Lobbying Certifications, Drug-Free Workplace requirements, and Special Provisions and Assurances as applicable.
- (5) It is understood that this application constitutes an offer and, if accepted by the Coordinating Board or renegotiated to acceptance, will form a binding agreement.

Type of Application: Place an "X" in the appropriate box below.			
Individual		Consortia	

Contact Information for Person Authorized to Submit Application

Name:	
Title:	
Phone Number:	
E-Mail Address:	

Authorizing Signature

If signatory is other than Chancellor/President, Applicant must attach a Letter of Designation or other documentation that provides for such authority.

Name			
Title:			
Signature:		Date:	

APPENDIX K: FORM 3 – APPLICATION

[APPLICANT NAME HERE]

Texas Higher Education Coordinating Board
Student Success Acceleration Program Implementation Grants
GRANT APPLICATION (FORM 3)

Applicant should pay close attention to the information provided in the RFA. Section highlights include: 2.1 (Max Number of Awards and Max Award Anticipated), 3.2 (Eligible Projects), 7.2 (Priority Criteria for Award Selection), and 7.3 (General Criteria for Award Selection).

Name of Program

[Insert response here]

Program Focus Area (Primary)

Select the focus area the submitted program best addresses from the drop-down menu below.

Choose an item.

Additional area(s) the submitted project supports (select all that apply)

- Academic Support
- Advising
- Basic Needs/Wrap-Around Services
- Finances/Cost
- Mental Health and Wellness
- Some College, No Credential Reengagement
- Underserved Populations, including First Generation and Economically Disadvantaged Student Initiatives

1) Program Overview

Provide a brief overview of the submitted program including relevant information that describes how the program aligns with the primary focus area selected. (maximum 250 words)

[Insert response here]

2) Rationale for Funding

- a) Provide an overview of the of the Applicant’s rationale to scale, enhance, redesign, or implement the submitted program. Include information and data on the program’s target student population(s), current outcomes, and other relevant information to make a compelling case for the Applicant to receive grant funds. (maximum 250 words)

[Insert response here]

[APPLICANT NAME HERE]

- b) In the table below, indicate the number of students served (if applicable) for AY21 and the anticipated number of students to be served in year one (AY 2022-23) and year two (AY 2023-24) for the submitted program considering the potential impact of grant funds.

Served AY 2021-22	Anticipated AY 2022-23	Anticipated AY 2023-24

- c) How will the submitted program impact persistence, completions, and workforce transition metrics for the targeted student population(s) in AY 22 and AY 23? (maximum 250 words)

[Insert response here]

3) Goals and Main Activities

- a) Provide the top three (3) goals of the submitted program. Goals should be reasonable and measurable.

G1	[Insert Goal #1 here]
G2	[Insert Goal #2 here]
G3	[Insert Goal #3 here]

- b) Use the table below to highlight key activities that will ensure full implementation of the submitted program (add additional rows as necessary).

Activity	Duration	Completion Date

4) Equity Framework

Use the information provided below in Figure 1.7 to answer the questions in this section.

[APPLICANT NAME HERE]

FIGURE 1.7

	Definition	What it Looks Like in Practice
EQUITY	An educational system in which race, ethnicity, socioeconomic status or any social or cultural factor are not predictors of student success.	Teams establish goals to close gaps in attainment between various student populations by assessing disaggregated data prior to implementation, throughout implementation, and then throughout the sustainability phase. Efforts to close gaps must take place at an institutional, system, and state level and touch all facets of how systems function, including practice and policy.
EQUITY-MINDEDNESS	The recognition and analysis of the contradictions between the ideals of democratic education and the social, institutional, and individual, practices that contribute to persistent inequalities in outcomes among different racial and ethnic groups and socioeconomic classes.	Teams develop an equity mindset by becoming aware of disparities in outcomes among student populations on campus through disaggregated data analysis. They discuss these inequities in team meetings on an ongoing basis. Awareness of disparities, coupled with the goal of closing equity gaps through degree reclamation, leads to equity-mindedness.
EQUITY LENS	A framework that centers equity in decision-making to shape practice and policy.	Teams intentionally and consistently apply an equity framework to all decision-making throughout degree reclamation implementation and the sustainability phase.

a) Why are equity terms and concepts important to implementing this program? (maximum 125 words)

[Insert response here]

b) How does the submitted program address equity for the targeted student population(s)? (maximum 125 words)

[Insert response here]

5) Additional Compelling Information (Required for budget requests \$180,001 - \$250,000). (maximum 250 words)

[Insert response here]

6) Priority Criteria (for additional points)

CATEGORY ONE

Applicant received an Accelerating Student Success Planning Grant and successfully submitted the required Action Plan and Student Success Programs Inventory Survey, as verified by THECB staff, for the same program for which they are seeking funding through the SSAP Implementation Grants.

Yes		No	
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CATEGORY TWO

[APPLICANT NAME HERE]

Applicant is an eligible public, private/independent institutions of higher education that is federally recognized as “Minority Serving Institutions” (MSIs). “Minority Serving Institution” (MSI).

Yes		No	
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CATEGORY THREE

Applicant is an eligible public institution of higher education.

Yes		No	
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APPENDIX L: FORM 4 – PROPOSED BUDGET FORM

[Insert Name of Institution Here]

Texas Higher Education Coordinating Board
Student Success Acceleration Program Implementation Grants
PROPOSED BUDGET FORM

Section One: Budget Overview

I. RFA Section	II. Budget Category	III. Amount (A)	IV. Additional Funds Request (B)
Section 5.2.1	Staff Time and Effort	\$	\$
	Other Professional/Support Staff	\$	\$
	Fringe Benefits	\$	\$
	Travel	\$	\$
	Equipment and Supplies	\$	\$
	Other Direct Costs	\$	\$
	Total Funding Request	\$	\$
		Max of \$180,000	Max of \$70,000

Section Two: Budget Narrative

Administrative Personnel	
A.	
B.	

Other Professional/Support Staff	
A.	
B.	

Fringe Benefits	
A.	
B.	

Travel	
A.	
B.	

Equipment and Supplies	
A.	
B.	

Other Direct Costs	
A.	
B.	

APPENDIX M: AWARDED GRANTEE RESEARCH PARTICIPATION OBLIGATIONS

Awarded Grantee institutions agree to participate in the following research activities to be led by MDRC throughout the grant period. By accepting [the funding], Grantee is committing to supporting MDRC in the successful implementation of these activities to achieve the research goals of the evaluation.

Program Administrator Questionnaire

Grantee program administrators will be asked to participate in a questionnaire that MDRC will administer in fall of 2022 to obtain detailed information about key program elements. These questions will gather information on factors such as a) the target population, b) program purpose, c) how many students are served by the program, d) areas of focus (e.g., academic, financial, building community), and d) average cost per student. This questionnaire will provide essential information about each program as well as contribute to the creation of a detailed program inventory.

Focus Group Data

Grantee program staff and administrators will be asked to participate in MDRC led focus groups to further understand how student support programs are being developed, implemented, and supported throughout the state. Discussions will also attend to the role of partnerships with external organizations shapes program performance and student success. These focus groups will occur in early fall 2022 and serve to enhance additional data being collected through this project. By understanding how programs seek to support students within their institutional context, we can gain valuable insights into barriers and successes for these programs.

Survey Data

A program liaison from the grantee institution will send a student support program survey link provided by MDRC to all targeted students of the grantee programs via e-mail in spring 2023, and Grantee will make best efforts to ensure that enough students complete the survey to meet research needs. The survey will be used to elicit information about students' demographic backgrounds, expectations and perceptions of their respective programs, perceptions of outcomes, and overall program experience. This survey will provide a baseline in the fall and seeks to observe positive student experiences in the spring.

Implementation Data

Grantee institutions will provide aggregate administrative records on target population students' academic outcomes and demographics.

MDRC will acquire all relevant data via aggregate data deliveries from the grantee institutions. MDRC will undertake all analysis calculations using these aggregate data. Data will be collected via a request template from each grantee institution, for the fall 2021, spring 2022, fall 2022, and spring 2023 semesters, with the following variables to be included in the template:

- What programs were offered?
 - Type (academic, social, co-curricular)
 - population served
 - duration, timing
- How many students were eligible for the program?
- How many were offered the program?
- How many participated in the program?

Outcome Data

SSAP Implementation Grants

- How many enrolled in college?
- How many withdrew from college?
- How many completed the semester with passing grades?
- Other outcomes specifically targeted by the intervention:
 - e.g., college-level math and English completion; persistence.

Subgroup Data

- Include all of these numbers broken down by CRM race/ethnicity, gender, and Pell eligibility status.
- Level-of-Effort: hours spent on direct program implementation by faculty/staff role (see template).

Data will be requested in September 2022 (for the historical data), February 2023 (for fall 2022 data), and June 2023 (for spring 2023 data).

Cost Data Request

The grantee institution will share data in January 2023 that will allow the research team to measure the cost of the intervention program being studied compared to the cost of the status quo, presented as a cost per program participant. For costs associated with setting up and scaling the student success program as well as ongoing costs incurred once the system is established and in use, the College will share the budgets and expenditures for work on the placement program following information:

Please list any staff, consultants, or volunteers who spent any time on the student success program performing tasks that would not have occurred in absence of the intervention. This time should include hours included in program budgets where applicable as well as any additional in-kind contributions. Please include, as much as possible, all individuals involved in each task, their roles, qualifications, and an estimated amount of time spent on any MMA-related tasks that would not have occurred in absence of the intervention. (Add rows as needed.)

Personnel	Qualifications (degrees, years of experience)	Tasks	Hours (or % FT) Fall '22	Hourly rate (or salary) \$
Administrators				
Title				
Others?				
IT Staff				
Title				
Others?				
Admissions Staff				
Title				
Others?				

SSAP Implementation Grants

Faculty				
Title				
Others?				
Advisers/Counselors				
Title				
Others?				
Consultants				
IT Consultant				
Other Consultants?				
Other Personnel				
Title				
...				

Please describe any additional facilities, equipment, or materials that were used especially for the student success program. (Add rows as needed.)

Inputs	Description	Amount used for Program Fall '22
Facilities		Square feet and time used
Type		
Others?		
Equipment		Quantity
Type		
Others?		
Materials		Quantity
Type		
Others?		
Other		
...		

SSAP Implementation Grants

What is the overhead rate on employee compensation? Indicate if it has or has not been included in the salaries or hourly rates above so