



REQUEST FOR APPLICATIONS

Texas Completion Repayment Grant Program

FY 2022

BMS# 25873

INQUIRY DEADLINE: 11:59 PM (CT) on December 10, 2021

APPLICATION DEADLINE: 11:59 PM (CT) on December 17, 2021

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

This program is titled Texas Completion Repayment Grant Program (referred to as "Completion Grants").

1.2. SYNOPSIS OF PROGRAM

Completion Grants aim to continue the ongoing expansion and scaling of supports for students with some college, no credential (SCNC) and for all students who had their postsecondary education disrupted by the COVID-19 pandemic. This Request for Applications (RFA) is for the Texas Completion Repayment Grant. This RFA solicits proposals from public and private institutions of higher education in Texas to specifically address students' financial holds and other related institution-level student debt. This program is urgently needed for economic recovery due to the COVID-19 pandemic and a future competitive workforce in Texas. Funding from the Governor's Emergency Education Relief (GEER) Fund has been allocated to launch Completion Grants in fall 2021.

This Request for Applications is for eligible applicants that will utilize GEER funded Completion Grants to clear institutional-level outstanding student balances, such as accumulated fees, institutional-level financial holds, or other related arrears of up to \$1000 per eligible student. Funds are used by institutions:

- As a recruiting tool to incentivize students with some college, no credential to return to postsecondary education and complete their certificate or degree programs,
- As a means to allow students who seek to return to higher education access to transcripts so that reenrollment is possible, and
- To support the retention and persistence of enrolled students to meet their academic goals and complete certificate and degree programs.

1.3. PROGRAM AUTHORITY

Completion Grants stem from an allocation of GEER funds to THECB. GEER dollars, in turn, originate from the U.S. Department of Education's administration of the Education Stabilization Fund in the Coronavirus Aid, 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. Completion Grants are intended to provide essential emergency support to public higher education institutions as they continue to support students impacted by the pandemic as they struggle to return to postsecondary education or to continue their studies to complete their certificate or degree programs 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, Division for College Readiness and 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@highered.texas.gov.

2. AWARD SUMMARY

2.1. AWARD AMOUNT SCHEDULE

Contingent upon the amount of GEER funding available, THECB expects to award grants based on the anticipated number of students an Applicant expects to serve, up to \$1000 per student. Additional use of grant funds includes, marketing/recruiting, student support services and other related costs. Requested awards should fall within a range of \$75,000 - \$250,000 per Applicant. Applicants requesting an amount to exceed \$250,000 must provide a compelling justification (*see* Application, Section 3).

Award Size	Minimum Number of Students Supported During the Grant Period	Maximum Number of Awards
\$250,000	250	5
\$125,000	125	10
\$75,000	75	24

The above award schedule is intended to provide guidance to Applicants regarding their award request. 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 by September 30, 2022.

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on January 4, 2022, whichever is later, and will conclude on September 30, 2022, for an approximately nine (9) month Grant Period. Awarded Applicants will have contractual obligations that extend beyond the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support the Completion Grants will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 6.

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
November 22, 2021	Grant Announcement
November 30, 2021	Webinar (Attendance Not Required)
December 10, 2021	Last Day for Inquiries to THECB
December 17, 2021	Application Deadline
January 4, 2022	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

Eligible Applicants are Texas public and private/independent institutions of higher education, as defined in [Texas Education Code § 61.003\(2\)\(3\)\(15\)\(16\)](#).

3.2. ELIGIBLE PROGRAMS

Funding will be provided to eligible Applicants that provide a plan for and execute the creation, expansion, or redesign of a program that seeks to support eligible students impacted by the pandemic by clearing institutional-level outstanding student balances, such as accumulated fees. The program should identify eligible students who have outstanding balances at the Applicant's institution in order to 1) recruit and enroll stopped out students with some college, no credential to complete a certificate or degree program at the Applicant's institution; 2) release the transcripts of stopped out students with some college, no credential so they can enroll at another eligible

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institution and complete a certificate or degree program; and/or 3) support the retention and persistence of enrolled students to complete a certificate or degree program.

The Applicant's program must demonstrate the institution's capacity to identify and market to the selected, eligible student population(s). A program budget and timeline for rapid deployment of grant funds will be required of all Applicants.

Student eligibility is based the following criteria:

- must be a Texas resident as outlined by [Title 19 Texas Administrative Code, Chapter 21, Subchapter B](#);
- full or part-time enrollment or intent to enroll* full or part-time;
- student's institutional-level debt must have been incurred prior to fall 2021;
- the student must meet the requirements of [Texas Education Code § 51.9095](#); and
- the student completes an institution application for Completion Repayment Grant aid.

**This is for stopped-out students intending to enroll at an eligible institution other than the one holding the institutional-level student debt.*

This grant program will target funds to clear students' institutional-level financial hold(s) and or other related arrears of up to \$1,000 per eligible student. Grant funds may be applied to support students' re-enrollment or continued enrollment in the spring 2022, summer 2022, and fall 2022 semesters.

3.3. PRIORITY PROGRAMS

Priority points will be given to eligible public and private institutions of higher education that are federally recognized as "Minority Serving Institutions" (MSIs). Priority points will also be given to eligible public institutions of higher education.

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.

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 11:59 p.m. (CT), December 17, 2021

Applications must be:

- completed according to the guidelines in Section 7 (Application Format and Content);
- submitted by an authorized agent of the Applicant entity; and

- submitted via email to cri@highered.texas.gov, attention to the Point of Contact listed in Section 1.4.

*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.

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

4.2. THECB CONFIRMATION OF APPLICATION RECEIPT

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

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

4.3. COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to 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 THECB prior to the deadlines outlined in Section 4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program.

A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM REQUIREMENTS

5.1. FUNDING RESTRICTION

Completion Grant 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 support Completion Grants as documented in Applicant's Budget and Timeline.

5.2. ALLOWABLE COSTS AND PROHIBITED COSTS

5.2.1. Allowable Cost Categories.

Program budgets will be designed around allowable grant uses. Categories of allowable use include the following: aid of up to \$1,000 per eligible student (as set forth in section 3.2) to clear the student's institutional-level debt; marketing and outreach costs; and costs associated with data administration and reporting by the grantee.

In composing, operating, and reporting on the program budget, all federal Uniform Grant Guidance (UGG) stipulations must be adhered to. Two prominent examples are that Applicants must ensure that:

- Fund use supplements and not supplants other federal/state/institutional funding for a given purpose and
- Personnel time supported by the grant meets time/effort tracking requirements.

5.2.2. Prohibited Costs

Non-allowable uses of funds include any and all non-allowable costs specified in federal Uniform Grant Guidance (UGG) as well as the following: travel expenses, institutional marketing and/or communications expenses other than those pertaining to the grant program; and technology that is not for instructional use (e.g., laptops for staff).

5.2.3. Budget Changes

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

Budget Change Request approval must be received in writing from the Point of Contact.

5.3. PARTICIPATION IN RESEARCH AND INFORMATION SHARING

In service to sharing best practices and ongoing capacity building regarding the retention and completion of postsecondary students in Texas, grant recipients are required to participate in research and information sharing efforts including, but not limited to, additional data collection, surveys, on-site reviews, interviews, webinars, conferences, or regional meetings as determined by THECB and such research may be conducted by a third-party as determined by THECB. This section shall survive the end of the grant term or termination.

In the event additional funding is made available to support the research of the Texas Completion Repayment Grant Program, Applicant may be eligible for such funding as set forth in Section 8.6.

6. AWARD SELECTION CRITERIA

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

Completion 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 eligibility requirements contained in this RFA. An Application must meet RFA requirements and be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

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

Each Application that passes the initial screening for completeness and eligibility will be considered for award selection according to the selection criteria described in RFA Sections 6.2 and 6.3.

6.2. PRIORITY CRITERIA FOR AWARD SELECTION

Priority points will be given to eligible public and private institutions of higher education that are federally recognized as "Minority Serving Institutions" (MSIs). Priority points will also be given to eligible public institutions of higher education. Proposals from MSI and public institutions will be awarded additional points ("Bonus Points") in the application evaluation process.

6.3. GENERAL CRITERIA FOR AWARD SELECTION

Two reviewers will independently score each Application on the components listed below, with a maximum possible total score of thirty-five (35) points. Applications will be ranked from highest to lowest based on both scores.

Rationale for Requesting Funding: **1-5 points with 5 highest**

Applicant's student population, descriptive data, and other relevant information make a compelling case for optimal use of grant funds to incentivize stopped-out and current students to continue pursuit of their academic goals and complete their certificate or degree programs.

Students to be Served: **1-5 points with 5 highest**

Applicant describes the creation, expansion, or redesign of a program that seeks to support eligible students impacted by the pandemic by clearing institutional-level outstanding student balances, such as accumulated fees. Applicant's description includes a rationale for, and the anticipated number of students to be served, as broken out by stopped-out students and current students in spring 2022, summer 2022, and fall 2022 semesters. Program also includes anticipated average institutional-level student debt amounts to be cleared each semester.

Implementation Plan or Program: **1-5 points with 5 highest**

Applicant describes the goal and main activities of the program and its implementation to meet the deliverables as described in this RFA. If the program is already being executed, the description includes details regarding expansion, redesign, or scaling efforts. If the program is new, the description includes details for program implementation. The description indicates whether the targeted student populations include those who have stopped out, are currently enrolled, or both. The description provides specifics about the recruitment/marketing and onboarding for eligible stopped-out students and identification of current students as incentive to continue enrollment. The description also addresses level of institutional commitment of ongoing support for students with cleared outstanding balances to meet their academic goals and certificate and degree completions.

Program Timeline: **1-5 points with 5 highest**

Applicant's timeline table clearly indicates program activities, estimated duration, and estimated completion associated with the program and the grant period. Activities in the timeline link back to the program description. If a planning engagement is identified, the timeline must ensure full program implementation within the grant period. The timeline entries should be reasonable and achievable.

Allocation of Funds to Project Goals: **1-5 points with 5 highest**

Applicant's budget maximizes the impact of available funds and limits or excludes direct and/or indirect administrative cost to administer the grant award.

Bonus Points: MSI Institutions: (5 bonus points)

Priority points will be given to eligible public and private institutions of higher education that are federally recognized as "Minority Serving Institutions" (MSIs).

Bonus Points: Public Institutions: (5 bonus points)

Priority points will be given to eligible public institutions of higher education.

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

Application Section 1: Certification of Information Contained in this Application

Provide the name, title, and contact information of the individual authorized to submit the application. Provide the name and signature of the chief executive of the institution that is certifying leadership commitment to the program proposal. That individual could be a chancellor, president chief academic officer, or chief financial officer, depending on institutional policy. Electronic signatures are acceptable.

Application Section 2: Contact Information

Provide the name and contact information for the primary contact person for the proposed program.

Application Section 3: Requested Grant Amount

Indicate the total proposed program budget. Budget details must be provided on the Completion Grants Budget Request form. While there are no minimum or maximum funding amounts, the Applicant's proposal should provide justification and rationale for the amount requested.

Application Section 4: Rationale and Students Served

Application Section 4.1: Rationale

Provide a brief description (250 words maximum) of Applicant's rationale for pursuit of grant funds: student population, institutional data, and other relevant information to make a compelling case for the institution's pursuit of grant funds and the optimal use to incentivize stopped-out and current students to continue pursuit of their academic goals and complete their certificate or degree programs.

Application Section 4.2: Students Served

Provide a brief description (250 words maximum) of Applicant's creation, expansion, or redesign of a program that seeks to support eligible students impacted by the pandemic

by clearing institutional-level outstanding student balances, such as accumulated fees. Applicant's description includes a rationale for, and the anticipated number of students to be served, as broken out by stopped-out students and current students in spring 2022, summer 2022, and fall 2022 semesters. Also include anticipated average institutional-level student debt amounts to be cleared each semester.

Application Section 5: Implementation, Timeline, and Funds

Application Section 5.1: Implementation Plan

Provide a brief description (250 words maximum) of the goal and main activities of the plan or existing program implemented to meet the requirements as described in this RFA, including student eligibilities and process to repay eligible institutional-level students' debt. The description indicates if the proposal addresses a planning engagement or an existing program to expand, redesign, or scale. The description provides specifics about the recruitment/marketing and onboarding for eligible stopped-out student and identification of eligible current students as incentive for them to continue enrollment. The description also addresses level of institutional commitment to support awarded students to meet academic goals and certificate and degree completion.

Application Section 5.2: Program Timeline

Provide a brief description (250 words maximum) of the program's timeline that clearly indicates program activities, estimated duration, and estimated completion associated with the program and the grant period. Activities in the timeline link back to the program description outlined in Section 5.1. If a planning engagement is identified, the timeline must ensure program is implemented and funds distributed within the grant period.

Application Section 5.3: Allocation of Funds to Project Goals

Provide a brief description (250 words maximum) of how the budget is structured to maximize the impact of available funds and limits or excludes direct and/or indirect administrative costs to administer the grant award.

8. DISTRIBUTION OF AWARD FUNDS

8.1. ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of a THECB Notice of Grant Award (NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, or on January 4, 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 and Grantee 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

THECB may not execute a contract/grant 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 10.15 of this RFA.

8.3. FUNDS DISBURSEMENT AND PAYMENT TERMS

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, one half of awarded funds are payable to enable the Grantee to fully perform the Services described in its Application.

Awarded Applicant must submit the first interim Program Report and Expenditure Report by the deadlines established in Section 9 Monitoring and Reporting Requirements. The second half of the awards will be made following receipt of interim reports.

All grant-related expenses must be incurred on or prior to September 30, 2022.

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

8.4. LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before September 30, 2022. Expenses incurred after this date cannot be charged to Completion Grants.

8.5. RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds to THECB within thirty (30) days after the end of the Grant Period unless otherwise agreed by THECB and Grantee. Grant funds shall be returned immediately in the event of grant termination.

Awarded Applicant shall return any remaining funds promptly if the 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 Texas Completion Repayment Grant Program, 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

Texas Higher Education Coordinating Board (THECB) staff shall monitor and oversee the Completion 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 as required by this RFA. THECB will provide a template and instructions for electronic submission of the required reports.

If Awarded Applicant does not submit the required reports detailed in Sections 9.2 and 9.3 by the established deadline, and Awarded Applicant has not been granted a submission extension, THECB reserves the right to require that grant 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 two (2) written program reports as specified by THECB on or before the following dates:

1. Interim Program Report due March 31, 2022, and
2. Final Program Report due October 29, 2022.

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

1. Narrative status report on the creation, expansion, or redesign of the Completion Grants program.
2. Program Work 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.

9.3. FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports as specified by THECB due on or before the following dates:

1. Interim Expenditure Report due March 31, 2022, and
2. Final Financial Report due October 29, 2022.

10. TERMS AND CONDITIONS APPLICATION TO GEER-FUNDED GRANT AWARDS ISSUED BY THE TEXAS HIGHER EDUCATION COORDINATING BOARD

10.1. TERMINATION

10.1.1. Survival of Rights.

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

10.1.2. 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. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any deliverables received from or services performed by Grantee before the termination date.

10.1.3. Termination for Cause.

THECB may, by written notice to Grantee, immediately terminate this Grant Award/Agreement for cause if: (a) default or abandonment by Grantee occurs; or (b) Grantee fails to comply fully with any term or condition of this Grant Award/Agreement. 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 rights available to it by law or in equity.

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 this 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).

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

10.1.6. Effect of Termination.

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.

10.2. 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 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 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 OF TEXAS. 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 Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into this Grant 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 this Grant Award/Agreement or delegate the performance of its duties under the Grant Award/Agreement without prior written approval from THECB. Any attempted assignment in violation of this provision is void and without effect.

10.6. DELEGATION AND 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.

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, 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 Program. 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 program work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all programs, regardless of funding sources, unless otherwise specified.

10.9. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS AND UNIFORM GRANTMANAGEMENT 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, CERTIFICATIONS AND REPORTS

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

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

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. SUPPLANTING PROHIBITED

Supplanting occurs when GEER funds are used to replace other state, local, or federal funds that had previously supported an activity or purpose. Funding provided under this Grant Award/Agreement shall supplement (increase the level of services) and not supplant (take the place of) state, local, and other federal funds. Awardees may not use any GEER funds for any program costs for which other local, state, or federal funds have already been awarded, appropriated, or received.

10.12. APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

The standard financial management conditions and uniform assurances set out in this 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/>.

10.13. CONFIDENTIALITY, PUBLIC INFORMATION ACT, and FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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 §§ 552.001-.376, as interpreted by judicial opinions and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open Records Division of the Office of the Attorney General of Texas. This Grant 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 the Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created

or exchanged with THECB pursuant to this Grant 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 THECB and shall cooperate with THECB in doing so.

Grantee agrees to maintain the confidentiality of any confidential 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 confidential information to which it is privy under this Grant Award/Agreement without the prior written consent of THECB.

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

Any proprietary information 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 Award/Agreement shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

10.13.1. Family Educational Rights and Privacy Act.

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Any violation of these FERPA provisions by Grantee shall be deemed a material breach of the Grant Award/Agreement.

10.14. 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.

10.15. DISCLOSURE OF INTERESTED PARTIES

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 THECB at Contracts@highered.texas.gov. The TEC portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

10.16. FINANCIAL INTEREST 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.

10.17. 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.

10.18. PROHIBITION ON USES 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 §§ 556.005 or 556.008.

In addition, Grantee must complete the Certification Regarding Disclosure of Lobbying Activities (Appendix F) prior to execution of the Grant Award/Agreement.

10.19. 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 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.

10.20. FALSE STATEMENTS AND BREACH

Grantee represents and warrants that all statements and information prepared and submitted to THECB are current, complete, true, and accurate. Submitting a false

statement or material misrepresentations made during the performance of a Grant Award/Agreement is a material breach of contract and may void the Grant Award/Agreement.

10.21. 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.

10.22. 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.

10.23. E-VERIFY

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

10.24. HUMAN TRAFFICKING PROHIBITION

“Under Section 2155.0061, Government Code, 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.” Tex. Gov’t Code § 2155.0061.

10.25. FOREIGN TERRORIST ORGANIZATIONS

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

10.26. 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 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>.

10.27. 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 THECB with written notice and obtain written approval from THECB prior to any change in key personnel involved in providing services under this Grant Award/Agreement. 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 Grantee from providing work or services under this 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 it has not and its 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.

10.28. DEBTS AND DELINQUENCIES TO THE STATE

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

10.29. 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 §§ 17.01-.955 or allegations of any unfair business practice in any administrative hearing or court suit and, 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 further 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, if such officers have been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

10.30. SUSPENSION AND DEBARMENT

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

10.31. 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.

uAPPLICABLE 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 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.

10.32. DRUG-FREE WORKPLACE

Grantee shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106, and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. Part 26) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may be issued hereafter.

10.33. LEGAL AND REGULATORY ACTION

Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings, investigations, etc. pending or threatened against Grantee or any of the individuals or entities included in the response within the five (5) calendar years immediately preceding the submission of the response that would or could impair Grantee's performance under the Grant Award/Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to THECB's consideration of the grant award. If Grantee is unable to make the preceding representation or warranty, then Grantee instead represents and warrants that it has included as a detailed attachment in its response a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Grantee's performance under the Grant Award/Agreement, or otherwise be relevant to THECB's consideration of the grant award. In addition, Grantee represents and warrants that it shall notify THECB in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to timely update THECB shall constitute breach of contract and may result in immediate termination of the Grant Award/Agreement.

10.33.1. Prior Disaster Relief Contract Violation.

"Under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2155.006.

"Under Section 21261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2261.053.

10.34. REFUND

Grantee will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by THECB which are not expressly authorized under this Grant Award/Agreement.

10.35. SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

10.36. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Grant Award/Agreement consists of the following documents: the final executed Grant Award/Agreement (NOGA) (including its Exhibits and any Amendments),

Texas Completion Repayment Grant Program

THECB's Request for Applications (RFA), and Grantee's Application in response to the RFA.

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

(1) this original Request for Applications, including any Exhibits, Appendices, and Addenda issued; (2) addenda to 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 the 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:

Applicant – An eligible public or private higher education institution in Texas as defined in Section 3 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.

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

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

Institutional-Level Student Debt – institutional-level outstanding student balances, such as accumulated fees, institutional-level financial holds, or other related arrears, up to \$1000 per eligible student, incurred prior to fall 2021.

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, program 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.

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

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

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

APPENDIX B: CALENDAR OF EVENTS

November 22, 2021	Invitation for Applications Published
November 30, 2021	Informational Webinar
December 10, 2021	Last Day for Applicant Inquiries
December 17, 2021	Application Deadline
January 4, 2022	THECB Announces Grant Awards
January 4, 2022*	Grant Period Begins
March 31, 2022	First Program Report is Due to THECB
March 31, 2022	Interim Expenditure Report is Due to THECB
September 30, 2022	Grant Period Ends - Last Day to Expend Grant Funds
October 29, 2022	Final Program Report, final Financial Report and Unexpended Grant Funds Due to THECB
October 29, 2022	Last Day to Submit Unexpended Grant Funds Due to THECB

**Grant Period begins January 4, 2022, or upon execution of Notice of Grant Award, whichever is later.*

APPENDIX C: APPLICATION EVALUATION FORM

**Texas Completion Repayment Grant Program
(Completion Grants)**

Evaluation Form

	Maximum Points	Points Awarded
Core Elements (20 possible Points)		
Rationale	5	
Students Served	5	
Implementation Plan	5	
Program Timeline	5	
Allocation of Funds to Project Goals	5	
Bonus Points (0 or 5 Points)		
Minority Serving Institution (MSI)	5	
Public Institutions of Higher Education	5	
Total Points Awarded	35	

APPENDIX D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

Required Documents and Information	Application Form / Attachment
Certification Page and Leadership Commitment	Application page 1
Contact Information	Application page 2
Rationale	Application page 2
Students Served	Application page 3
Implementation Plan	Application pages 4-5
Program Timeline	Application page 5
Budget Request Form	Budget Form
Certification Regarding Lobbying and Disclosure Form	RFA Appendix F
Federal Funding Accountability and Transparency Act (FFATA) Certification	RFA Appendix G
Certification Regarding Debarment and Suspension (DO NOT SEND: RETAIN THIS FORM)	RFA Appendix H

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD



THECB Award Number: **{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}
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?
	DUNS Number: {dUNS}
Payment Method:	Congressional District Location: {congrDistrLoc} Congressional District Place of Performance: {congrDistrPerf}
Authority: {statutoryAuthority}	
<p>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.</p> <p>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.</p>	
Signed by THECB Official:	Signed by Grantee Official:
{signContact} {signContacttitle}	{signed_by2} {signed_bytitle}
Date:	Date:

APPENDIX F: 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:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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)

Disclosure of Lobbying Activities

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

<p>Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>Status of Federal Action: a. bid/offer/application ____ b. initial award ____ c. post-award</p>	<p>Report Type: a. initial filing ____ b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i></p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>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.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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	02/28/2022

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.

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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.
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.

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Field Number	Field Name	Required or Optional	Information
	Name	Required	If the organization filing the report in item4, checks "Sub awardee", enter the fullname of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item4, checks "Sub awardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item4, checks "Sub awardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item4, checks "Sub awardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item4, 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-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,

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Field Number	Field Name	Required or Optional	Information
			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 LobbyingRegistrant.
	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.
	Street 1	Required	Enter the first line of street address forthe Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address forthe Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of theLobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of theLobbying 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.

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Field Number	Field Name	Required or Optional	Information
	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.
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.

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Field Number	Field Name	Required or Optional	Information
	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.
	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: 02/28/2022

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 Program (0348-0046), Washington, DC 20503.

APPENDIX G: 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 yes, continue to question 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 Executive	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

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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 with any and all information which may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Signature:	
Printed Name:	
Title:	
DUNS Number:	
City in which services will be performed:	
State in which services will be performed:	
Zip Code in which services will be performed:	

APPENDIX H: DEBARMENT AND SUSPENSION CERTIFICATION FORM

<p>TEXAS HIGHER EDUCATION COORDINATING BOARD Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>

“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 C.F.R. § 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 C.F.R. § 3485.220, 2 C.F.R. § 3485.330).

1. By signing this contract, the prospective lower tier participant is providing the certification setout 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.

1.1.1.1 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 C.F.R. Part 180, Subpart C, as adopted at 2 C.F.R. § 3485.12 (2 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. chapter 1). A person so excluded is debarred (2 C.F.R. § 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 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceeding that may ensue. A person so excluded is suspended (2 C.F.R. § 180.1015).
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification (2 C.F.R. § 180.960).
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized (2 C.F.R. § 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 C.F.R. § 180.1020).