

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


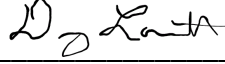
TWC Award Number	1823PQI001
Grant Program Title	LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
Award Amount	\$25,000.00
Grantee Name	
Region 5 Education Service Center	
Period of Award	
This Grant Award Agreement shall begin the later of January 1, 2023 or the date upon which it has been signed by both parties, and shall terminate on December 31, 2023 , unless amended by mutual written agreement of the parties.	
Signature Authority	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to: <ul style="list-style-type: none"> • execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and • validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement. 	
Agency Approval	Texas Workforce Commission  <hr/> Courtney Arbour Director, Workforce Development Division Date: <u>12/20/2022</u>
Award Acceptance	Region 5 Education Service Center  <hr/> Dr. Danny Lovett Executive Director Date: <u>12/20/2022</u>

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GENERAL TERMS AND CONDITIONS

SECTION 1 - Legal Authority

The Texas Workforce Commission (hereinafter identified as the Agency) is responsible for administering an integrated workforce development system, including job training, employment, employment-related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. Pursuant to Texas Labor Code § 302.002(b), the Agency shall have the authority to enter into contracts and administer programs.

SECTION 2 - Purpose

This grant award sets forth the responsibilities and obligations of the Agency, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Statements of Work.

SECTION 3 - Grant Performance

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work.

Services under this award shall be provided in compliance with:

- 3.1.1 all applicable federal and state laws, regulations, and rules;
- 3.1.2 all Agency policies and procedures or guidance materials incorporated herein by specific reference; and
- 3.1.3 the terms and conditions of this grant award.

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

- 3.3 The Grantee shall notify the Agency in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award.
- (Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.)
- 3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.
- 3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

SECTION 4 - Administrative Requirements

- 4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.
- 4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular

provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and the Agency shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

- 4.3 This grant award between the Grantee and the Agency shall be governed by and conform to the administrative requirements found in:
- 4.3.1 the Office of Management and Budget (OMB) Uniform Guidance (UG) 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Uniform Grant Management Standards (UGMS); Commission Rules in 40 Texas Administrative Code (TAC) Part 20;
 - 4.3.2 the Agency's Financial Manual for Grants and Contracts (FMGC); and
 - 4.3.3 any directives specified by Agency issuances except as otherwise specifically authorized by the Agency in writing.
- 4.4 All costs must conform to cost principles found in:
- 4.4.1 OMB UG 2 C.F.R. Part 200, Subpart E, or 48 C.F.R. Part 31 (as applicable), as supplemented by the Rules promulgated by UGMS; the Agency's FMGC; and
 - 4.4.2 other Agency directives, as applicable.

SECTION 5 - Surety Requirements

- 5.1 The Grantee understands and agrees that it shall be liable to repay to the Agency any funds not expended in accordance with this grant, or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

- 5.2 All repayment made by the Grantee to the Agency pursuant to Section 5.1 of these General Terms and Conditions (GTC) shall be from non-federal funds.
- 5.3 The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by the Agency, including allowable interest.

SECTION 6 - Rights in Data, Products, or Inventions

- 6.1 The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product, or invention developed under this grant award or purchased with funds from this grant award.
- 6.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.
- 6.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc., prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

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

- 6.4 All data and rights necessary to fulfill the Grantee's obligations to the Agency under this grant award must be secured and obtained from its contractors or subrecipients.

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

- 6.5 The Agency and its officers, agents, and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of the Agency of such supplies or construction work.
- 6.6 The Agency retains a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

SECTION 7 - Prevention of Fraud

- 7.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Agency rules, policies, and procedures occurring under this grant award.
- 7.2 Any member of the Grantee's staff or Grantee's contractors or subrecipients's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Agency rules, policies, and procedures occurring under this grant award, shall report such information to the Agency's Office of Investigations no later than five (5) working days from the date of discovery of such act.
- 7.3 An Incident Report regarding such an act must be submitted to:
Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001

- 7.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors, or subrecipients are aware of the Agency's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.
- 7.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor the Agency shall retaliate against any person filing a report.
- 7.6 Upon review of submitted reports, the Agency's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:
- 7.6.1 further investigation;
 - 7.6.2 referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
 - 7.6.3 other corrective action, as may be appropriate.
- 7.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken. After all associated legal and/or corrective action has been taken, the Grantee shall submit a final action report to the Office of Investigations.

SECTION 8 - Preventing Conflict of Interest

- 8.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

8.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

8.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

8.3.1 Employees, contractors, or subrecipients's of the Grantee; or

8.3.2 persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

8.4 The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, contractor, subrecipient, or governing body member disclosing any interest, fact, or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

SECTION 9 - Grant Provisions

9.1 The Grantee shall comply with the following:

9.1.1 Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;

9.1.2 Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;

9.1.3 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;

- 9.1.4 The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
 - 9.1.5 The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
 - 9.1.6 Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
 - 9.1.7 Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended;
 - 9.1.8 The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
 - 9.1.9 The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.
- 9.2 The Agency and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.
- 9.3 The Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 9.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to Historically Underutilized Businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.
- 9.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq.

SECTION 10 - Contractors and Subrecipients

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee, and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.

SECTION 11 - Records: Retention, Confidentiality, and Access

- 11.1 The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.
- 11.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting the Agency's right of access to client case records or other information relating to clients served under this grant award.
- 11.3 The Grantee shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, minutes, automated data systems and other documents (collectively referred to as "records") pertaining to any grant awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Central Time, excluding state or federal holidays. In the event of suspected fraud, malfeasance or program abuse, Agency investigators may retain the original records and leave the mechanically reproduced copies in place of the original records.
- 11.4 Such rights to access shall continue as long as the Grantee retains the records.

- 11.5 Such rights of access and examination are granted to, as applicable:
 - 11.5.1 United States Department of Labor;
 - 11.5.2 United States Department of Health and Human Services;
 - 11.5.3 United States Department of Agriculture;
 - 11.5.4 Comptroller General of the United States;
 - 11.5.5 General Accounting Office;
 - 11.5.6 Texas State Auditor's Office;
 - 11.5.7 Office of the Attorney General of Texas;
 - 11.5.8 Agency;
 - 11.5.9 other state and federal auditing agencies; or
 - 11.5.10 any duly authorized representative of the above named agencies as deemed appropriate by the Agency.

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

SECTION 12 - Monitoring, Audits, and Evaluations

- 12.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984, as amended, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred.
- 12.2 The Agency reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

12.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors or subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

12.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to the Agency, covering any subcontract it awards from this grant award.

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

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

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

12.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by the Agency or its duly authorized representatives.

12.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

SECTION 13 - Dispute Resolution

13.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

13.1.1 To initiate the process, the Grantee shall submit written notice to the Agency's Contract Manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate the Agency's evaluation of the Grantee's claim.

13.1.2 Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

13.2 Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Grantee, in whole or in part.

SECTION 14 - Sanctions and Penalties

14.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200), if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

14.1.1 payment on a reimbursement basis;

14.1.2 withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;

14.1.3 additional and more detailed financial reporting;

- 14.1.4 additional project monitoring;
 - 14.1.5 requiring the Grantee to obtain technical or management assistance;
 - 14.1.6 establishing additional prior approvals; or
 - 14.1.7 other conditions or restrictions appropriate to the circumstances.
- 14.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application, or Agency policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

SECTION 15 - Appeals

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

SECTION 16 - Changes and Amendments

- 16.1 This grant award, including all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.
- 16.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto, and shall become effective on the date designated by such law or regulation.

- 16.3 To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules, or regulations, by issuing formal directives to establish or clarify such performance requirements.
- 16.3.1 After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.
- 16.3.2 Such Agency directives shall not alter the terms of this grant award so as to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.
- 16.4 Except as specifically provided by Sections 16.1, 16.2, and 16.3 of this GTC, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.8 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.
- 16.5 The Agency reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and the Agency's continuing need for the services. The Grantee may submit a written request that the Agency considers a renewal or extension. Such written request must be received by the Agency no later than thirty (30) calendar days prior to the expiration of this grant award.

SECTION 17 - Termination

- 17.1 This grant award may be terminated, in whole or in part, by the Agency whenever it determines that such termination is in its best interests.
- 17.2 When justified, either party may terminate this grant award for cause, pending completion of any reports or audits required by the Agency. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

SECTION 18 - Certifications

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

TEXAS WORKFORCE COMMISSION
GRANT AWARD TERMS AND CONDITIONS

Attachment A

REGION 5 EDUCATION SERVICE CENTER
LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
STATEMENT OF WORK - PROJECT REQUIREMENTS

SECTION 1 – Project Abstract

The Texas Workforce Commission’s (the Agency) annual Local Performance Quality Improvement Awards recognize Adult Education and Literacy (AEL) grant recipients and fiscal agents, as defined by the Agency’s Request for Proposal 320-18-01 and their resulting provider contract with the Agency, for their efforts in meeting state or federal performance measures, or measures developed by the Commission pursuant to criteria adopted under 40 Texas Administrative Code (TAC) § 802.169 and Adult Education and Family Literacy Act (AEFLA), Title II of the Workforce Innovation and Opportunity Act § 223(a)(1)(D), 29 U.S.C. § 3303(a)(1)(D).

This grant award recognizes Region 9 Education Service Center for excellence in Adult Education and Literacy Co-enrollment, as the third -place winner, in the amount of twenty-five thousand dollars (\$25,000).

The grant award winner will also be responsible for the monitoring and evaluation of the quality, and the improvement in, adult education and literacy activities and the dissemination of information regarding models and proven or promising practices within the State. The Agency reserves the right to extend the grant period for an additional amount of time, as per the Agency’s discretion.

SECTION 2 – Applicable Grant Authorities

The AEL grant recipients and fiscal agents shall implement this grant award in compliance with provisions pursuant to 40 TAC § 802.169(d), AEFLA § 223(a)(1)(D), 29 U.S.C. § 3303(a)(1)(D) and

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AEFLA Regulations, 34 C.F.R. Part 463. The AEL grant recipients and fiscal agents shall expend the awarded funds to carry out allowable activities in accordance with goals and objectives of the Adult Education and Literacy program, as governed by the Agency's Request for Proposal, 320-18-01 and the resulting provider contract, as allowed by state and federal statutes and regulations cited in Section 2 of this Attachment A, and in compliance with limitations stipulated in Attachment B, Financial Requirements, of this Grant Award.

SECTION 3 – Allowable Services/Activities

Pursuant to 40 TAC § 802.169(d) and AEFLA § 223(a)(1)(D), 29 U.S.C. § 3303(a)(1)(D) and AEFLA Regulations, 34 C.F.R. Part 463, the AEL grant recipients and fiscal agents shall expend the awarded funds to carry out allowable activities in accordance with goals and objectives of the AEL Program, as governed by the Agency's Request for Proposal, 320-18-01 and the resulting provider contract, as allowed by state and federal statutes and regulations cited in Section 2 of this Attachment A, and in compliance with limitations stipulated in Attachment B, Financial Requirements, of this grant award.

SECTION 4 – Eligibility

The grant recipients shall conduct activities that support the provision of services to eligible program participants as described within the federal statutes and regulations for the funding source cited in Section 2 of this Attachment A.

SECTION 5 – Activities and Performance Measures

Deliverables Description	Deliverable Target	Deliverable Due
5.1 Submit an "Initial" report as specified in Section 6 utilizing Attachment A-1 template	1	60 days after grant start date

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5.2 Submit a “Final” report as specified in Section 6 utilizing Attachment A-1 template	1	30 days after grant expiration date
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SECTION 6 – Reporting Requirements

The grant recipients shall submit completed “Initial” and “Final” reports utilizing Attachment A-1 by e-mail to “Adult Education Literacy Contracts” (aelcontracts@twc.texas.gov) by the due dates supplied in Section 5 of this Attachment A. The grant recipients shall ensure their grant number is supplied in the email subject line for identification.

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Attachment A-1

REGION 5 EDUCATION SERVICE CENTER
LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
PROGRESS REPORT

Provider Name	Performance Period
Region 5 Education Service Center	January 1, 2023 through December 31, 2023
Prepared By	Contact Phone No.

Initial

Final

Instructions: Submit the Local Performance Quality Improvement Award Report to “Adult Education Literacy Contracts” in the Texas Workforce Commission Global Directory (aelcontracts@twc.texas.us) and make sure to include the contract number in the subject line.

List either a specific activity to be performed or services to be provided under this Grant Award. Provide a description of the *anticipated* outcomes for the initial report and *actual* outcomes for the final report. Insert additional rows as necessary.

Description of Activities or Services	Anticipated/Actual Outcomes

Provide a narrative describing how the grant awarded funds, referenced in Section 1 of Attachment A, are being used to support project performance and innovation through dissemination of information about models and proven or promising practices within the state.

**REGION 5 EDUCATION SERVICE CENTER
LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
STATEMENT OF WORK - FINANCIAL REQUIREMENTS**

SECTION 1 - Expenditure Limitations

1.1 The Agency is liable to the Grantee in an amount equal to, but not in excess of, the lesser of this Grant Award or the actual allowable costs incurred by the Grantee in rendering the performance specified in the Statements of Work and any attachments subject to the following provisions:

- The limitations established within the program budget documents.
- The Agency receives a verified statement, prepared in accordance with the requirements set forth by the Agency, of current and/or programed expenditures incurred under this grant according to the instructions specified in the Agency's FMGC, and additional Agency issuances.
- The Agency shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
- The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its Subrecipients or Subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of the Agency.
- The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within sixty (60) days following termination or expiration of this grant.

TEXAS WORKFORCE COMMISSION

PROGRAM GRANT/COOPERATIVE AGREEMENT

GRANT TERMS AND CONDITIONS

- The Grantee shall comply with the requirements in the final regulations and audit compliance supplements to be promulgated by the United States Department of Labor and the Office of Management and Budget and any alternative implementation options exercised by Texas under the WIOA statute.

- 1.1.1 None of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with 41 U.S.C. § 8301 through § 8303, the Buy American Act, as referenced in WIOA § 502, 29 U.S.C. § 3342.

- 1.1.2 None of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations.

- 1.1.3 Trafficking in Persons: Grantee shall comply with 2 C.F.R. § 175. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii. are revised to read as follows:
“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.” “b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

- 1.1.4 When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing project or programs funded in whole or in part with Federal money, all recipients of federal funds shall clearly state:
 - the percentage of the total cost of the program or project which will be financed with Federal money;

 - the dollar amount of Federal funds for the project or program;

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PROGRAM GRANT/COOPERATIVE AGREEMENT

GRANT TERMS AND CONDITIONS

- and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

1.1.5 Grantee and its personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Grantee shall comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

1.2 Subject to the limitations in Section 1.3, indirect costs, if any, charged to this grant must result from proper application of an indirect cost rate approved by the Grantee's federal cognizant agency for indirect costs, or other authorized entity, as appropriate, a de minimis rate as described in 2 C.F.R. § 200.414, or a rate negotiated with the Agency.

1.3 Pursuant to the U.S. Department of Education regulations at 34 C.F.R. § 76.563 through 76.569, indirect costs charged to funds made available under AEFLA are limited to the product of the restricted indirect cost rate and total direct costs of the grant minus capital outlays, subgrants, and other distorting or unallowable items as specified in the Grantee's indirect cost rate agreement. The restricted indirect cost rate is the lesser of:

1.3.1 The restricted indirect cost rate in 34 C.F.R. § 76.564(a); or

1.3.2 An indirect cost rate of eight percent (8%).

1.4 The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from subcontracting for goods or services with any religious institution or entity.

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- 1.5 Notwithstanding any other provisions of this grant, the parties hereto understand and agree that the Agency's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.

- 1.6 The Grantee understands and agrees that it shall repay to the Agency any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
 - 1.6.1 The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's Subcontractor or Subrecipient made the improper expenditure.
 - 1.6.2 All repayments made by the Grantee must be from non-federal funds.
 - 1.6.3 Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.

- 1.7 Responsibility for disallowed costs and other liabilities under this grant are as follows:
 - 1.7.1 First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.
 - 1.7.2 Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
 - 1.7.3 Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to the Agency.

- 1.8 Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure

Reporting (CDER) System by the designated Agency Contract Manager subject to the following:

- 1.8.1 A change in the amount of a budget line item or combination of line items in which the aggregate change is less than twenty percent (20%) of the total grant award may be approved by the Agency Contract Manager at their discretion. Such change may not require a contract amendment.
- 1.8.2 A change in the amount of a budget line item or combination of line items in which the aggregate change is equal to or exceeds twenty percent (20%) of the total grant award will require a contract amendment.
- 1.9 Administrative costs charged to this grant shall not exceed ten percent (10%) of total final grant expenditures, except where a higher rate has been negotiated with the Agency to accommodate the recovery of allocable indirect costs under Sections 1.2 and 1.3 of this Attachment.

SECTION 2 - Obligation and Deobligation of Funds

Notwithstanding the provisions of Section 16 of the GTC, the following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1 The Agency shall not be liable to the Grantee for any excess or erroneous funding obligations, and retains the right to unilaterally deobligate such funds.
- 2.2 The Agency may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of the Agency
- 2.3 The Agency may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections are at the following intervals:
 - 2.3.1 twenty-five percent (25%) of the grant period;

2.3.2 fifty percent (50%) of the grant period; and

2.3.3 seventy-five percent (75%) of the grant period.

2.4 The Agency shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

SECTION 3 - Financial Reporting

3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through the Agency's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; and AEL Letter 01-13, including subsequent issuances; and additional Agency issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.

3.2 The Grantee shall electronically submit the contract closeout package through the closeout module of the on-line CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. The Grantee shall submit the contract closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; and AEL Letter 01-13, including subsequent issuances; and additional Agency issuances.

**REGION 5 EDUCATION SERVICE CENTER
LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
BUDGET SUMMARY AND BUDGET DETAIL FORMS**

Cost Categories	Administrative Costs (Cannot exceed 10% of Total Funds Requested)	Program Costs
Budget		\$25,000
Sub-Total	\$0	\$25,000
Total Funds Requested		\$25,000.00

<i>For Agency Use Only</i>	
Direct cost category budget{s} associated with the above costs:	
Administration	\$0.00
Program	\$25,000.00
Corrections Institutions	
Professional Development	

TEXAS WORKFORCE COMMISSION
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Attachment C

**REGION 5 EDUCATION SERVICE CENTER
LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD
CERTIFICATIONS**

SECTION 1 - Lobbying

This certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act, 31 U.S.C. § 1352, for the Department of Agriculture (2 C.F.R. Part 418), Department of Labor (29 C.F.R. Part 93), Department of Education (34 C.F.R. Part 82), and the Department of Health and Human Services (45 C.F.R. Part 93).

The Grantee certifies that:

- 1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 grant award, grant, loan or cooperative agreement.
- 1.2 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 1.3 The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrant awards, subgrants, and grant

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TEXAS WORKFORCE COMMISSION
GRANT TERMS AND CONDITIONS

awards under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 2 - Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376).

The Grantee certifies that neither it nor its principals:

- 2.1 Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2.2 Have, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2.3 Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Subsection 2.2 of this Certification; and
- 2.4 Have had, within a three-year period preceding this grant award, one or more public transactions terminated for cause or default.

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SECTION 3 - Drug-Free Workplace

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act §§ 5151-5160 (41 U.S.C. § 701 et seq., as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 94), Department of Education (34 C.F.R. Part 86), and the Department of Health and Human Services (2 C.F.R. Part 382).

The Grantee certifies that it shall provide a drug-free workplace by:

- 3.1 Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- 3.2 Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the organization's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- 3.3 Providing each employee with a copy of the policy statement;
- 3.4 Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- 3.5 Notifying the Agency within ten (10) days of receipt of a notice of a conviction of an employee; and
- 3.6 Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

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SECTION 4 - Levies, Liens and Unresolved Audit Exceptions

The Grantee certifies that the business entity in this grant award has no outstanding debts that will result in liens or levies being placed on payments received from the Agency and that it owes no funds to the Agency, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from the Agency.

SECTION 5 - State Assessment Certification

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

- 5.1 It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- 5.2 It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

SECTION 6 - Prohibition on Certain Bids and Contracts

Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a grant that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been either, convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action, in connection with a grant awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005 or in connection with a grant awarded by the federal government for relief, recovery, or reconstruction efforts.

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

SECTION 7 - Unfair Business Practices

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

SECTION 8 - Texas Family Code

The Grantee certifies that the business entity in this Proposal is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees fiscal agent, (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award may be suspended and/or the grant canceled.

SECTION 9 - Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

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The Grantee certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Grantee further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Grantee certifies that it will enter into a written agreement with its subrecipient sub-contractors, working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and advising the subrecipient sub-contractors of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, the Agency has determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

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

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

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SECTION 10 - Certification

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

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

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

REGION 5 EDUCATION SERVICE CENTER

LOCAL PERFORMANCE QUALITY IMPROVEMENT AWARD

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.332 Requirements for Pass -Through Entities

Subrecipient Name: TEXAS WORKFORCE COMMISSION
Subrecipient DUNS: 033278685
Contact Information: N/A
Awarding Official: Courtney Arbour, Director of Workforce Development
Address: 101 East 15th Street
 Austin, Texas 78778-0001
Phone Number: (512) 463-9742
Awarding FAIN: V002A220044
Federal Award Date: 7/1/2022
Total Award Amount: \$73,151,137
Description: Adult Education - State Grant
 Program
Agency: Department of Education

Assistance Listings Description (formerly CFDA Description): 84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9202(1).

SUMMARY OF TEXAS WORKFORCE COMMISSION FINANCIAL AWARD TO GRANTEE

Budget Period* Start Date: 1/1/2023 **End Date:** 12/31/2023
Period of Performance* Start Date: 1/1/2023 **End Date:** 12/31/2023

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

Assistance Listings Description (CFDA):		84.002A	Adult Education & Literacy		Indirect Rate
Local Board Area:	Local Board Area:	Provider:			
18	Southeast Texas	REGION 5 EDUCATION SERVICE CENTER	\$	25,000	
Total by Assistance Listings Description (CFDA):			\$	25,000	

Research and Development Award: N