TEXAS WORKFORCE COMMISSION (TWC)

GRANT AWARD AGREEMENT

TWC Award Number	2923SMP002
Grant Program Title	Governor's Summer Merit Program
Award Amount	\$36,400.00

Grantee Name

Texas Woman's University System

Period of Award

This Grant Award Agreement shall begin the later of March 1, 2023, or the date upon which it has been signed by both parties, and shall terminate on August 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:

- 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.

	Texas Workforce Commission
Agency Approval	Courtney arbour
	Courtney Arbour
	Director, Workforce Development Division
	Date: <u>2/14/2023</u>
Award Acceptance	Texas Woman's University System
	O. Finley Graves, Interim Executive Vice President
	O. Finley Graves, Interim Executive Vice President
	Academic Affairs and Provost
	Date: <u>2/23/2023</u>

GRANT AWARD ORDER OF PRECEDENCE

This Grant Award between the Texas Workforce Commission (TWC) and the Grantee consists of the following Grant Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Grant Documents as amended control in the descending order of the list. All Grant provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Signature Page
- Grant Award Order of Precedence
- Special Terms and Conditions
- General Terms and Conditions
- Financial Requirements
- Certifications
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Reporting Requirements and Final Report Format
- Work Plan, including Budget Workbook

The following documents are incorporated herein by reference:

- Grantee's Application
- Request for Applications 3202300065, Governor's Summer Merit Program

CONTACT INFORMATION FORM

This form provides information about organization contacts. Changes to any contact information during the term of any resulting grant award must be provided to the TWC Grant Manager.

LEGAL ENTITY NAME: Texas Woman's University System

Authorized Grantee Signee

Name: Dr. O. Finley Graves Mailing Address: PO Box 425617

Title: Interim Executive Vice President Street: 304 Administration Drive

for Academic Affairs and Provost

Phone: 940-898-3375 City: Denton

Fax: 940-898-4416 County: Denton

Email: provost@twu.edu State, Zip: Texas, 76204-5617

Authorized RFA Point of Contact

Name: Ms. Tracy Lindsay Mailing Address: PO Box 425619

Title: Director of Operations, Research Street: 304 Administration Drive

& Sponsored Programs

Phone: 940-898-3377 City: Denton

Fax: 940-898-4416 County: Denton

Email: tlindsay@twu.edu State, Zip: Texas, 76204-5619

Financial Contact

Name: Ms. Barbara Newton Mailing Address: PO Box 425439

Title: Assistant Controller Street: 304 Administration Drive

Phone: 940-898-3543 City: Denton

Fax: 940-898-3520 County: Denton

Email: bnewton@twu.edu State, Zip: Texas, 76204-5439

Grant Manager

Name: Dr. Juliet Spencer Mailing Address: PO Box 425799

Title: Director, School of the Sciences Street: 1000 Old Main Circle, SRC Room

and Professor of Biology 304K

Phone: 940-898-2352 City: Denton

Fax: 940-898-2385 County: Denton

Email: jspencer7@twu.edu State, Zip: Texas, 76204-5799

Emergency Contact

Name: Dr. Jian Zhang Mailing Address: PO Box 425886

Title: Professor of Computer Science Street: 1200 Bell Avenue, MCL 302

Phone: 940-898-2166 City: Denton

Fax: 940-898-2179 County: Denton

Email: jzhang@twu.edu State, Zip: Texas, 76204-5799

Fiscal Agent

Name: R. Jason Tomlinson Mailing Address: PO Box 425588

Title: Vice President for Finance & Street: 304 Administration Drive

Administration and CFO

Phone: 940-898-3505 City: Denton

Fax: 940-898-3509 County: Denton

Email: jtomlinson1@twu.edu State, Zip: Texas, 76204-5588

WORKFORCE DEVELOPMENT AREA(S)

Please check all boxes that apply to indicate the Workforce Development Area(s) (WDA) that will be served throughout the grant term.

	3
☐ Statewide (statewide coverage and	□ Lower Rio Grande Valley WDA
there is no need to check specific WDA)	☐ Middle Rio Grande WDA
□ Alamo WDA	⊠ North Central WDA
□ Borderplex WDA	□ North East WDA
□ Brazos Valley WDA	□ North Texas WDA
☐ Cameron County WDA	□ Panhandle WDA
☐ Capital Area WDA	□ Permian Basin WDA
☐ Central Texas WDA	☐ Rural Capital WDA
□ Coastal Bend WDA	☐ South East Texas WDA
□□ Concho Valley WDA	☐ South Plains WDA
☑ Dallas County WDA	☐ South Texas WDA
□ Deep East Texas WDA	⊠ Tarrant County WDA
□ East Texas WDA	⊠ Texoma WDA
☐ Golden Crescent WDA	☐ West Central WDA
☐ Gulf Coast WDA	
☐ Heart of Texas WDA	

SPECIAL FEDERAL AWARD TERMS AND CONDITIONS TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

Pursuant to OMB Uniform Guidance (2 C.F.R. Part 200) provisions at 2 C.F.R. §§ 200.101(b)(2) and 200.332(a)(2), these Special Federal Terms and Conditions for Temporary Assistance for Needy Families (TANF) grants pass through Terms and Conditions specific to the Federal award, which are not set forth elsewhere in this Texas Workforce Commission (TWC) grant award. These grant funds awarded by TWC must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this TWC grant award.

1. Availability of Federal Award Terms

In some cases, Federal grant funds become available to the TWC for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes the award.

2. American-Made Equipment and Products

This TWC grant award must be used in compliance with Section 507 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with the funds made available in this Act should be American-Made.

3. Federal Funding Disclosure Statement

This TWC grant award must be used in compliance with Section 505 of Public Law 115-31, the "Consolidated Appropriations Act of 2017," which reads:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money;
- (2) the dollar amount of Federal funds for the project or program; and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Pro-Children Act of 1994 Smoking Prohibitions

In accordance with Title XII, Part C of Public Law 103-227, the "Pro-Children Act of 1994," (20 U.S.C. § 7183), smoking may not be permitted within any

indoor facility (or portion of such facility) owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used impatient drug or alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.

5. Human Trafficking Provisions

This TWC grant award is subject to the requirements in Section 106(g) of the <u>Trafficking Victims Protection Act of 2000 (TVPA)</u>, as amended (22 <u>U.S.C. § 7104</u>). The full text of this requirement is found on the HHS Web site at: https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

6. Religious Activity Prohibitions

Pursuant to 45 C.F.R. Part 87, this TWC grant award, subawards, or contracts under the TANF program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location,

their inherently religious activities from the services funded under these programs.

This provision shall not be interpreted to prohibit making subawards to or contracting for goods or services with any religious institution or entity.

7. Construction Prohibitions

Unless superseded by program-specific regulations, this TWC grant award may not be used for construction or the purchase of land.

8. Telecommunications

Title 2 C.F.R. §200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds (to include direct and indirect expenditures as well as cost share and program) to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub.L. 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Changes in Micro-purchase and Simplified AcquisitionThresholds

The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2018 increased the micro-purchase threshold to \$10,000 and the Simplified Acquisition Threshold (SAT) to \$250,000. In accordance with 41 U.S.C. §1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to 2 CFR

§200.102, OMB has issued an exception that allows the increased thresholds to be used pending codification in the FAR, effective June 20, 2018. In addition, the National Defense Authorization Act for Fiscal Year 2017, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist identified on your notice of award or award letter for instructions to submit the request.

10. Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance

The project must be administered in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.

a. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see https://www.hhs.gov/civil-rights/for-individuals/special-

<u>tipics/limited-english-proficiency/fact-sheet-guidance/index.html</u> and https://lep.gov.

- b. For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see https://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.
- c. HHS funded health and education programs must be administered in an environment free of sexual harassment, see https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.
- d. For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see https://www.hhs.gov/sconscience/religious-freedom/index.html. https://www.hhs.gov/sconscience/religious-freedom/index.html.

11. Salary Limitation – Federal Executive Level II

Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through a grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive

Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opn.gov/policy-data-oversight/pay-leve/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities' organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

12. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

13. Whistleblower Protection

This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 C.F.R. 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The subrecipient shall insert the substance of

this clause in all subgrants and contracts over the Simplified Acquisition Threshold.

GENERAL TERMS AND CONDITIONS

1. Legal Authority.

The Texas Workforce Commission (TWC) 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. TWC has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

2. Purpose.

This grant award sets forth the responsibilities and obligations of TWC, 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 Request for Applications (RFA) and the Grant Application.

3. Grant Performance.

- 3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the RFA and the Grant Application. Services under this award shall be provided in compliance with:
 - all applicable federal and state laws, regulations, and rules;
 - all TWC policies and procedures or guidance materials incorporated herein by specific reference; and
 - all 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 TWC in writing, within ten (10) 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, TWC shall be liable to the Grantee in accordance with the terms and limitations established within 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.

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 TWC 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 TWC shall conform to the administrative requirements found in:
 - The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS) (as applicable);
 - TWC Rules in 40 Texas Administrative Code (TAC) Part 20;
 - TWC's Financial Manual for Grants and Contracts (FMGC); and
 - any directives specified by TWC issuance except as otherwise specifically authorized by TWC in writing.
- 4.4 All costs must conform to cost principles found in:
 - any specific term or condition within the RFA, Grant Application, grant award and attachments;
 - OMB UG, 2 C.F.R. Part 200, or 48 C.F.R. Part 31 (as applicable), as supplemented by TxGMS (as applicable);
 - TWC's FMGC; and
 - any TWC directives, as applicable.
- 4.5 In addition to the other requirements herein, commercial organizations will be subject to the administrative provisions of 48 C.F.R. § 31.103 and the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2. The process for determining reimbursable costs in contracts with commercial organizations shall incorporate the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2.

5. Surety Requirements (Includes Public Education Institutions).

- 5.1 The Grantee understands and agrees that it shall be liable to repay to TWC 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 TWC pursuant to Section 5.1 of these General Terms and Conditions (GTCs) shall be from non-federal funds.
- 5.3 The Grantee's failure to make repayment to TWC within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by TWC, including allowable interest.

6. Bonding Requirements.

Entities backed by a taxing authority are exempt from the following bonding requirements. Examples of entities that are backed by a taxing authority include, but are not limited to public colleges, public universities, independent school districts, and consolidated school districts.

- 6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.
- 6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from TWC by the Grantee during any consecutive three-day period.

Under no circumstances shall TWC disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to TWC.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to TWC, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and TWC shall be the assigned Certificate holder. A copy of the bond shall be forwarded to:

Texas Workforce Commission

Financial Operations - Contracts Payable

101 East 15th Street

Austin, Texas 78778 - 0001

- 6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.
- 6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

7. Rights in Data, Products, or Inventions.

- 7.1 TWC may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of TWC any data, product, or invention developed under this grant award or purchased with funds from this grant award.
- 7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to TWC 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.

7.3 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 TWC, become the property of TWC.

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

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

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

- 7.5 TWC 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 TWC of such supplies or construction work.
- 7.6 TWC retains 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.

8. Prevention of Fraud.

- 8.1 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 TWC rules, policies, and procedures occurring under this grant award.
- 8.2 Any member of the Grantee's staff or Grantee's contractor's or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures occurring under this grant award, shall report such information to TWC's Office of Investigations no later than five (5) business days from the date of discovery of such act.
- 8.3 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
- 8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors and subrecipients are aware of TWC'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.
- 8.5 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 TWC shall retaliate against any person filing a report.

- 8.6 Upon review of submitted reports, TWC'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:
 - further investigation;
 - referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
 - other corrective action, as may be appropriate.
- 8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to TWC's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

9. Preventing Conflict of Interest.

- 9.1 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.
- 9.2 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.
- 9.3 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:
 - employees, contractors or subrecipients of the Grantee; or

- persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.
- 9.4 The Grantee shall maintain on file, and make available for inspection by TWC, 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.

10. Grant Provisions.

- 10.1 The Grantee shall comply with the following:
 - Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
 - Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
 - Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
 - The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
 - The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
 - Women in Apprenticeship and Non-traditional Occupations Act, 29
 U.S.C. § 2501, et seq.;
 - Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
 - 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
- 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.
- 10.2 TWC 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.
- 10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 10.4 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 woman or minority owned businesses or enterprises.
- 10.5 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. (Applicable to state agencies only).

11. 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.

12. Records: Retention, Confidentiality, and Access.

- 12.1 The Grantee shall 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 TWC. 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.
- 12.2 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 TWC's right of access to client case records or other information relating to clients served under this contract.
- 12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local 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. Such rights of access and examination are granted to the duly authorized representatives of:
 - the United States Department of Agriculture;
 - the United States Department of Education;
 - the United States Department of Health and Human Services;
 - the United States Department of Labor;
 - the Comptroller General of the United States;
 - the General Accounting Office;
 - the State Auditor's Office (SAO); the Office of the Attorney General of Texas;

- the TWC;
- other state and federal auditing agencies; and
- any duly authorized representatives of the above-named agencies as deemed appropriate by the Agency.
- 12.4 Such rights to access under paragraph 12.3 of this section shall continue as long as the Grantee retains the records.
- 12.5 TWC, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this grant award for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

13. Monitoring, Audits, and Evaluations.

13.1 As applicable, the Grantee shall supply to TWC an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, TxGMS, TWC's FMGC, and any other applicable federal, state, or program-specific audit requirements, applicable at the time costs were incurred. Other applicable federal, state, or program-specific audit requirements, may include, but are not limited to the U.S. Department of Health and Human Services regulations at 45 C.F.R. Part 75, and U.S. Department of Labor regulations at 2 C.F.R. Part 2900, as applicable.

Example: Under the OMB UG, 2 C.F.R. Part 200, Subpart F, an entity defined as a "non-Federal entity" for purposes of that Subpart, that "expends \$750,000 or more during the non-Federal entity's fiscal year in [all] Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of" 2 C.F.R. Part 200.

13.2 TWC 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 TWC and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

- 13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the 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 and subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.
- 13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to TWC, covering any contract or subrecipient it awards from this grant award.

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

13.5 TWC 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.

TWC 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.

13.6 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 TWC or its duly authorized representatives.

13.7 The Grantee shall cooperate with any monitoring, review, audit or examination conducted pursuant to this section.

14. Dispute Resolution.

- 14.1 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.
 - To initiate the process, the Grantee shall submit written notice to TWC'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 TWC's evaluation of the Grantee's claim.
 - Neither the execution of this grant award by TWC nor any other conduct of any representative of TWC relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.
- 14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

15. Sanctions and Penalties.

- 15.1 The Grantee acknowledges and accepts that special conditions may be imposed by TWC, 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:
 - payment on a reimbursement basis;

- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;
- establishing additional prior approvals; or
- other conditions or restrictions appropriate to the circumstances.
- 15.2 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 rule, an assurance, a certification, an application or TWC policy or procedure 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.

16. Appeals.

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

17. Changes and Amendments.

17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

- 17.2 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.
- 17.3 To ensure effective performance under this grant award, all parties agree that TWC 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.
 - 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 TWC as if written herein.
 - Such TWC directives shall not alter the terms of this grant award to relieve TWC 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.
- 17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these GTCs, 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 Financial Requirements, Section I, Expenditure Limitations attached to 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.

17.5 TWC 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 TWC's continuing need for the services. TWC may consider a written request for renewal or extension submitted by the Grantee. Such written request must be received by TWC no later than thirty (30) calendar days prior to the expiration of this grant award.

18. Termination.

- 18.1 This grant award may be terminated without cause, in whole or in part, by TWC whenever it determines that such termination is in the best interest of TWC or the State.
- 18.2 Either party may terminate this grant award for breach, pending completion of any reports or audits required by TWC. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

FINANCIAL REQUIREMENTS

1. Expenditure Limitations.

- 1.1. TWC is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the RFA, and Grantee's Application and any attachments subject to the following provisions:
 - 1.1.1. The limitations established within the program budget documents.
 - 1.1.2. TWC shall not be liable for expenditures unless and until TWC receives a verified statement of obligations and accrued expenditures that is prepared in accordance with the requirements set forth by TWC, in WD Letters, and other TWC issuances.
 - 1.1.3. TWC shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
 - 1.1.4. TWC shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its contractors or subrecipients 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 TWC.
 - 1.1.5. TWC shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not

been billed to TWC within sixty (60) calendar days following termination or expiration of this grant.

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

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

- 1.3. Notwithstanding any other provisions of this grant, the parties hereto understand and agree that TWC'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 TWC's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources. The grant is subject to termination or cancellation, without penalty to TWC, either in whole or in part, subject to the availability of federal or state funds.
- 1.4. The Grantee understands and agrees that it shall repay to TWC any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
 - 1.4.1. The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's contractor or subrecipient made the improper expenditure.

- 1.4.2. All repayments made by the Grantee must be from non-federal funds.
- 1.4.3. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 1.5. Responsibility for disallowed costs and other liabilities under this grant are as follows:
 - 1.5.1. First Priority: The Grantee shall recover funds from the subcontractor or subrecipient incurring the liability and utilize such funds to retire the liability to TWC.
 - 1.5.2. Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to TWC.
 - 1.5.3. Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to TWC.
- 1.6. Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) system by the designated TWC Grant Manager.
- 1.7. Administrative costs charged to this grant shall not exceed ten percent (10 %) of the total final expenditures incurred under this grant.
- 1.8. 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 TWC.

2. Obligation and Deobligation of Funds.

Not withstanding the provisions of Section 17 of the GTCs, the following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1. TWC 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. TWC may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of TWC.
- 2.3. TWC may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections 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. TWC 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.

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 calendar day of each month through TWC'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; TWC's FMGC; WD Letter 04-15, Change 2 including subsequent issuances; and additional TWC 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 a financial closeout package through the closeout module of the CDER system no later than 11:59 p.m. Central Time on the 60th calendar day from the grant end date. If TWC exercises its option to renew a grant, TWC may require that a separate financial closeout package be submitted through the CDER system no later than 11:59 p.m. Central Time on the 60th calendar day from the end of the grant period immediately preceding any such renewal, or another date specified by TWC. The Grantee shall submit the financial closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC WD Letters 44-05 and 04-15, Change 2 including subsequent issuances; and additional TWC issuances.

CERTIFICATIONS

The Applicant is required to comply with certain state and federal provisions. The Applicant must read and affirm without exception these certifications by completing the form, signing where provided and returning these certifications with the Application. The Applicant represents and warrants that all certifications, representations, warranties, and other provisions in these Certifications apply to Applicant.

Eligible Applicant.

The Applicant certifies that the submitted Grant Application is for an Eligible Applicant as defined in Request for Applications (RFA) 32023-00065

General Terms and Conditions (GTCs) and Special Terms and Conditions (STCs).

The Applicant has read and agrees to comply with both the GTCs and the STCs of the RFA unless Applicant has filed an exception to the GTCs. Any proposed exceptions to the GTC's must be included in a Microsoft Word document submitted with the Application and, if accepted by TWC, will be included in any final grant award. Applicant agrees that all exceptions to the GTCs requested by Applicant are rejected unless expressly accepted in writing, in a fully executed agreement, by TWC.

TWC reserves the right to consider exceptions, reservations, or limitations to the GTC's of this RFA, in evaluating and awarding funds under this RFA. TWC will not consider an Applicant's request to modify further the GTC's outside of what has been submitted with the Application. TWC will not consider modifications to the STCs.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement for 180 days from the date the Application is due. Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

2. Financial Requirements and Reporting Requirements.

The Applicant has read and agrees to comply with the Financial Requirements and Reporting Requirements contained in this Application. No exceptions or modification of the Financial Requirements or Reporting Requirements will be considered.

3. Lobbying.

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

The undersigned, on behalf of the Applicant, certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

4. 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 U.S. Department of Agriculture (2 C.F.R. Part 417), U.S. Department of Labor (2 C.F.R. Part 2998), U.S. Department of Education (2 C.F.R. Part

3485), and the U.S. Department of Health and Human Services (2 C.F.R. Part 376).

The undersigned certifies 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 state or federal department or agency;

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;

are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified in this certification; and

have had, within a three-year period preceding this grant award, one (1) or more public transactions terminated for cause or default.

5. 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 U.S. Department of Agriculture (2 C.F.R. Part 421), U.S. Department of Labor (29 C.F.R. Part 94), U.S. Department of Education (34 C.F.R. Part 86), and the U.S. Department of Health and Human Services (2 C.F.R. Part 382). The undersigned certifies that it shall provide a drug-free workplace by:

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;

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; Providing each employee with a copy of the policy statement; 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;

Notifying TWC within ten (10) days of receipt of a notice of a drug conviction of an employee; and

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.

6. Levies, Liens, and Unresolved Audit Exceptions.

The undersigned certifies that the Applicant has no outstanding debts that will result in liens or levies being placed on payments received from TWC and that it owes no funds to TWC, 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 TWC.

7. State Assessment Certification.

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

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;

It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas;

Applicant is in good standing under the laws of Texas and has provided TWC with any requested or required supporting documentation in connection with this certification; and

Applicant shall remain in good standing with the Texas Secretary of State and Texas Comptroller of Public Accounts during the term of the Grant Award and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts.

8. Prohibition on Certain Bids and Contracts.

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

awarded by the federal government for relief, recovery, or reconstruction efforts.

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

9. Unfair Business Practices.

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

10. Texas Family Code.

The undersigned certifies that the Applicant is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award resulting from this RFA 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 resulting from this RFA may be suspended and/or the grant canceled.

11. 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).

The Applicant certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Applicant 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 Applicant certifies that it will enter into a written agreement with its Subrecipient's Subcontractors, 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's Subcontractors of the penalties that the Subcontractors 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, TWC 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%).

12. Certification Concerning Dealings with Public Servants.

Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.

13. Conflicts of Interest.

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

14. Franchise Tax Certification.

Applicant certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

15. Compliance with Antitrust Laws.

Pursuant to Texas Government Code § 2155.005, Applicant certifies that neither Applicant nor any firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Application to any competitor

or any other person engaged in such line of business during the procurement process.

16. Compliance with Contracting with State Agency Executive Head.

Applicant certifies that it is in compliance with Texas Government Code § 669.003, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas state agency that is currently employed by Applicant below:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Applicant:

Date of Employment with Applicant:

All such disclosures will be subject to administrative review and approval prior to TWC entering into any contract with Applicant. Applicant acknowledges that the grant award may be terminated at any time, and payments withheld, if this information is false.

17. Certification Concerning Financial Participation.

Under Texas Government Code § 2155.004(a), Applicant certifies that neither it nor any person or entity which will participate financially in the award has received compensation for participation in the preparation of specifications for this RFA. Further, under Texas Government Code § 2155.004(b), Applicant certifies that the individual or business entity named

in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

18. Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069.

Applicant certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Applicant within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

19. Receipt of Appropriated Funds.

Applicant represents and warrants that TWC's payments to Applicant and Applicant's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055, regarding Restrictions on Lobbying Expenditures, or 556.008, regarding Compensation Prohibition, of the Texas Government Code.

20. Federal Funding Accountability and Transparency Act (FFATA).

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Applicant certifies that it will comply with WD Letter

29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

Applicant certifies that it will have a federally issued Unique Entity Identifier at the time of the Grant Award, and that, if required, it will have a registered SAM.gov account within thirty (30) days of and throughout the Grant Award.

21. Buy Texas

Applicant agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section161.0085(c), Applicant certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Applicant's business. Applicant acknowledges that such a vaccine or recovery requirement would make Applicant ineligible for a state-funded contract.

23. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts granting direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, with certain foreign-owned companies) is applicable to a contract resulting from this Solicitation, pursuant to Texas Government Code Section 2274.0102, Applicant certifies that neither it nor its parent company, nor any affiliate of

Applicant or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code Section 2274.0103, or (2) headquartered in any of those countries.

24. Cybersecurity Training

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

25. Disaster Recovery Plan

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

26. Excluded Parties

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

27. Public Camping Ban

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought

by the Attorney General under Texas Local Government Code §364.003. If Applicant is currently being sued under the provisions of Texas Local Government Code §364.003 or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to the Agency.

28. Grants for Political Polling Prohibited

Pursuant to the General Appropriations Act, Article IX, Section 4.03, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Award pursuant to this prohibition.

29. Complete and Accurate Information

Applicant represents and warrants that all statements and information provided to TWC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

30. Acceptance of the Grant-Specific Requirements.

The Applicant certifies its acceptance of the RFA, including attachments, if any, in its entirety and the requirements identified therein as well as this Application and attachments, if any.

Applicant's Signature

These certifications are a material representation of fact upon which reliance will be placed when this grant award is made or entered into. Submission of this signed certification is a prerequisite for an application to be evaluated and scored.

By signing, the Applicant certifies that:

- 1. All of the information in this Application, including all certifications herein, is complete and accurate;
- Applicant is in compliance with the General and Special Terms and Conditions and the Financial Requirements and acknowledges that continued compliance is a condition for the award of a grant;
- 3. Applicant represents and warrants that all certifications, representations, warranties, and other provisions in these Certifications apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation;
- 4. The authorized representative hereby warrants that he or she has been fully authorized by the Applicant to complete the Certifications on behalf of the Applicant, and validly and legally bind the organization to all the terms and conditions, performances, and provisions of the RFA; and
- If a grant is awarded, all program activity will be conducted in accordance with applicable Federal and State laws and regulations, TWC Certifications, RFA 32023-00065, and the Application.

- 1. LEGAL APPLICANT NAME. Texas Woman's University System
- 2. ADDRESS (include street address, and mailing address, if different) Enter the Applicant's physical and mailing address, city, county, state, and zip code: PO Box 425619, 304 Administration Drive, Denton, Texas, 76204-5619
- 3. PAYEE NAME AND MAILING ADDRESS (if different from above).

Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain accounting records for the contract; i.e., Fiscal Agent. Enter PAYEE's name and mailing address if PAYEE is different from the Applicant. PAYEE is the entity or vendor receiving payments. Enter PAYEE physical and mailing address, city, county, state, and zip code: **Texas Woman's University**, **ATTN: Barbara Newton, PO Box 425439, 304 Administration Drive, Denton, Texas, 76204-5439**

- **4. Unique Entity ID (UEI). (12-digit), if available**. The UEI is a federally issued 12-character (alpha-numeric) code issued through SAM.gov. Enter UEI : **DGE6L9T3CW25**
- **5. FEDERAL TAX ID NO. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit).** Federal Tax Identification Number (9-digit) or Vendor Identification Number assigned by the Texas State Comptroller (14-digit). Enter Federal Tax Id No.: **75-6002618, 37317317313-000**
- **6. RECURRING TRANSACTION INDEX (RTI) No.** (applies to state agencies and institutions of higher education): 6-digit identifier established in the statewide accounting system by a state agency or institution of higher education receiving funds from another state agency

or institution of higher education when funding sources for both agencies are held in the State Treasury; the RTI number directs the statewide accounting system how to post the receiving transaction. **Enter RTI No.:** 223978

7. FILING NO. (Charter number assigned by Secretary of State).

Provide the 10-digit filing number assigned by the Secretary of State: **37317317313**

8. AUTHORIZED REPRESENTATIVE. Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant:

Name: O. Finley Graves, PhD

Title: Interim Executive Vice President for Academic Affairs and Provost

Phone: 940-898-3301

Fax: 940-898-3301

Email: Provost@twu.edu

9. SIGNATURE OF AUTHORIZED REPRESENTATIVE. The person

authorized to represent the Applicant must sign in this space:

O. Finley Graves, Interim EVPAA and Provost Digitally signed by O. Finley Graves, Interim EVPAA and Provost Date: 2022.10.25 11:14:56 -05'00'

10. DATE. Enter the date the authorized representative signed this form: 10/25/2022

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES/CHOICES UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.331 Requirements for Pass -Through Entities

Subrecipient Name: TEXAS WORKFORCE COMMISSION

Grantee DUNS: 033278685 Contact Information: N/A

Awarding Official: Edward Serna, Executive Director

Address: 101 East 15th Street

Austin, Texas 78778-0001

Phone Number: (512) 463-2222 Awarding FAIN: 2301TXTANF Federal Award Date: 10/1/2022 Total Award Amount: \$124,702,672.69

Description: Temporary Assistance for Needy Families (TANF)

Agency: Department of Health and Human Services - Administration for Children and Families

Assistance Listings Description 93.558 - To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating (formerly CFDA Description): their own Tribal TANF programs to assist needy families with children so that children can be cared for in their own homes;

to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock

SUMMARY OF TEXAS WORKFORCE COMMISSON FINANCIAL AWARD TO GRANTEE

Budget Period* Start Date:10/1/2022End Date:10/31/2023riod of Performance* Start Date:10/1/2023End Date:10/31/2023*"Budget Period" and "Period of Performance" have the meanings defined in 2 C.F.R. § 200.1.Assistance Listings Description (CFDA):93.558XX.XXX

Program

Name: Texas

Program Name: Woman's Indirect
Board Number: 29 Local Board Area: Statew GSMP University Total Award Rate

5 Total by CFDA \$ - \$ - \$ 36,400 10%

Research and Development Awa N

REPORTING REQUIREMENTS

A Grantee will be required to submit the following reports to TWC on TWCsupplied templates, including:

90-Day Status Report: The 90-Day Status Report provides an update towards the grant program requirements at the midpoint of the grant, prior to camp start dates. This report is due 100 days after the grant effective date. The 90-Day Status report will include:

- 1.1. Outreach, recruitment, and enrollment efforts;
- 1.2. Prioritization of outreach to foster youth, students with disabilities, students from low-income families, and students from populations underserved in STEM;
- 1.3. Effectiveness of procedures used to determine, document, and maintain eligibility documentation; and
- 1.4. Effectiveness of the application process to enroll eligible students and gather required demographic information.
- 1.5. The 90-Day Status Report must be submitted to the designated TWC Grant Manager by the due date on the report template provided by the TWC Grant Manager.

Ad-hoc Reports: Ad hoc reports, as requested, by TWC to meet the potential need for timely information during the grant term.

Monthly Expenditure Reports: 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 TWC's on-line Cash Draw and Expenditure Reporting (CDER) system. The monthly financial report in this requirement is a fillable online report that designated

grantee personnel will complete by logging into TWC's CDER system and keying monthly obligation, expenditure, program income, and, where applicable, match or leverage amounts for the Grant Award.

Financial Closeout Report: Electronically submit a financial closeout package through TWC's CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date for the initial Grant Period specified in the Solicitation. If TWC renews a grant, TWC reserves its right to require a financial closeout package at the end of the initial Grant Period and at the end of each renewal, or another date specified by TWC.

- 5.1. **Final Report:** A Final Report must be submitted to the designated TWC Grant Manager regarding the grant outcomes. The Final Report is due not later than thirty (30) days after the grant end date. The Final Report template will be provided by the TWC Grant Manager and shall include, but is not limited to:a description of the program as administered by the Grantee;
- 5.2. review of the activities accomplished and how such activities specifically benefited Texas middle school and high school students;
- 5.3. key stakeholders including stakeholder contribution and contact information;
- 5.4. areas needing improvement, actions taken to remove obstacles, best practices, and lessons learned that can be implemented in future Governor's Summer Merit Program Initiatives;
- 5.5. an analysis of pre- and post-survey results, specific to student outlook toward workforce skills, technical skills, STEM education continuation, STEM careers, and overall program benefit, including the information on the 5 required questions;

5.6. completion of the following tables; and

5.7. other activities referenced in the Applicant's application.

Camp Name	Camp Dates	Target Student Enrollments	Actual Student Enrollments	Total Number Students Completed	STEM Career Most Closely Aligned to Camp
Total	Not Applicable				Not Applicable

End of Table

Camp Name	Camp Dates	Target Student Enrollments	Actual Student Enrollments	Total Number Students Completed	STEM Career Most Closely Aligned to Camp
Total	Not Applicable				Not Applicable

End of Table

DEMOGRAPHICS (Across all Camps)	Total	
Number of Female Students		
Number of Male Students		
Number of Foster Youth Students		
Number of Students with Disabilities		
Number of Low-income Families		
Race (Number of Students by Race and Gender)	Female Total	Male Total
American Indian or Alaska Native		
Asian		_
Black or African American		

DEMOGRAPHICS (Across all Camps)	Total	
Number of Female Students		
Number of Male Students		
Number of Foster Youth Students		
Number of Students with Disabilities		
Number of Low-income Families		
Race (Number of Students by Race and Gender)	Female Total	Male Total
Race (Number of Students by Race and Gender) Hispanic, Latino, and Spanish	Female Total	Male Total
	Female Total	Male Total
Hispanic, Latino, and Spanish	Female Total	Male Total
Hispanic, Latino, and Spanish Native American or Pacific Islander	Female Total	Male Total

End of Table

SCHOOL TYPE	Female Total	Male Total
Public		
Private		
Charter		
Home		
Military		
Total		

End

of Table

Request for Applications (RFA) 32023-00065 Governor's Summer Merit Program

Texas Woman's University System

1. EXECUTIVE SUMMARY.

Texas Woman's University, the largest public university system primarily for women, requests funding in the amount of \$36,400 to offer Science, Technology, Engineering, and Math (STEM) Summer Camps for middle and high school students in Texas. The School of the Sciences at TWU will offer two distinct and exciting day camps for students in middle and high school (ages 14 - 21): CyberCamp and STEMM Camp. CyberCamp is a week-long non-residential camp designed to educate students on cyber ethics and network security. TWU has offered CyberCamp in partnership with the Air Force Association's CyberPatriot, the National Youth Cyber Education Program since 2014, providing advanced technical training to hundreds of students in northern Texas. The week culminates in a mock Cyber Defense competition, exposing students to careers and opportunities in the fast-growing field of Cybersecurity. The second program, STEMM (Science, Technology, Engineering, Math + Medicine) Camp is a TWU original summer program where students explore basic and medical science through hands-on, inquiry-based laboratory activities and engaging real-world case studies. STEMM Camp is also a week-long non-residential camp designed to expose students to methods and concepts in microbiology, molecular biology, environmental science, and human physiology. Both CyberCamp and STEMM Camp are offered on the TWU campus in Denton, providing students with the opportunity to experience the college campus environment. Each camp will feature not only STEM programming but also a college admissions tour, an industry-specific field trip, and exposure to careers in STEM through guest speakers who are STEM professionals. A total of 52 eligible students will be served (28 for CyberCamp, 24 for STEMM) at an average cost of \$700 per student. The School of the Sciences at TWU is well-equipped with the skills, experience, and facilities to help middle and high school students in Texas gain familiarity with post-secondary educational opportunities that lead to STEM careers.

2. DEMONSTRATED EXPERIENCE.

Texas Woman's University (TWU) successfully hosted two STEM camps in 2022 with support from the TWC-GSMP. CyberCamp served 24 students and STEMM (STEM+Medicine) Camp served 20 students on the TWU Denton campus, serving a total of 44 students. Of these students, 45% were female, 20% were underrepresented minorities, 20% were from low income families, and 14% had disabilities (see table below). In a separate project funded by the Communities Foundation of Texas in 2022, TWU faculty (Dr. Jian Zhang and Dr. Chad Smith) also hosted Camp CoDE (Computing in Deaf Education) for 4 female hearing-impaired students.

Prior to COVID-19, TWU hosted six consecutive CyberCamps from 2014-2019. The goal of TWU CyberCamp was to broaden the cybersecurity awareness in youth and increase the female participation in STEM education. With a total enrollment of 137 high school students from 2014-2019, of which 58 were female, TWU CyberCamp achieved a high impact on high school students, especially female students by providing them hands-on experience in computing and cybersecurity, and a glimpse of the career outlook in the highest paid jobs in the future. Our TWU department also hosted a one-day event, Expanding Your Horizons in Math and Science in 2019, that served 122 middle school girls, exposing them to hands-on learning activities and careers in STEM fields. The table below includes the available data from past offerings of CyberCamp. We are highly experienced with hosting summer STEM camps.

In 2022, CyberCamp was run in the same fashion as previous years, using the program designed by the Air Force Association CyberPatriot program. Our students did well in the national CyberDefense competition, placing in the top 20% of all teams across the country with more than 100 teams participating in the competition nationwide. For the inaugural year of STEMM camp, we developed daily case study programs in biology, chemistry, environmental science, and physiology activities, which were tied into themes leading to a specific disease diagnosis. On the last day, STEMM campers had a "Grand Rounds" competition between student teams, which allowed campers to use their newly acquired knowledge of the scientific method & specific STEM areas. Students in both camps received instruction from experts in STEM fields and engaged in active learning through laboratory or coding activities. They also

received career information and an admissions tour of TWU campus. CyberCampers visited the Information Technology Services offices and operations space while STEMM Campers visited the chemistry and biology research laboratories in the Scientific Research Commons. In our post-camp survey, 100% of students indicated they plan to attend college. Pre- and post- surveys were conducted via Google Forms that students accessed by scanning a QR code on their phones. Paper surveys were available for the students without a device.

One challenge we experienced was with our registration process. We used a web-based registration portal provided by the TWU bursar's office, and this allowed us to collect a small deposit (\$25) to establish commitment to secure the student's spot, with the goal of preventing no shows. However, we quickly discovered that this made it difficult to prioritize enrollment of foster youth, low-income families, underrepresented minorities, or students with disabilities. We addressed this by shifting to a wait list system, and we were successful in admitting many students in these categories. However, we believe a better approach will be to require an application form that can be screened. Eligible students will then be invited to register, with priority given to foster youth, low-income families, underrepresented minorities, or students with disabilities. We also plan to be more proactive in managing our wait list and more frequent in our messaging to parents. Despite our efforts to manage enrollment, we still had several "no shows" that could have been filled with students from the waitlist. The lessons learned from last year's camps will enable us to be even more effective this year.

Demonstrated Experience Table

Description	CyberCamp & STEMM Camp	CyberCamp	CyberCamp	CyberCamp	CyberCamp
Year of Camp	2022*	2019	2018	2017	2016
TWC Contract Number, if received TWC Funding	2921SMP003	NA	NA	NA	NA

Total Number of Camps	2	1	1	1	1
Total Students Who Participated	44	16	9	36	42
Total Students with disabilities who participated	6	NR	NR	NR	NR
Total Number of Students in Foster Care Enrolled	0	NR	NR	NR	NR
Total Number of Students from Low-Income Families Enrolled	9	NR	NR	NR	NR
Total Number of Female Students Enrolled	20	5	6	15	17
Total Number of Students Enrolled who Identify as Racial Minorities or Ethnic Minorities	9	NR	NR	NR	NR

^{*}No camps offered in 2020 or 2021 due to COVID-19. NA= not applicable, NR=not recorded

3. OUTREACH AND RECRUITMENT.

We will leverage our connections with high schools in North Texas to advertise and recruit eligible students. We currently have formal partnerships with 11 area high

schools where Dual Credit math and science courses are offered (see list below). Flyers and Invitations to apply for CyberCamp and STEMM Camp will be sent out by email to our dual credit teachers as well as to teachers and guidance counselors at other local high schools (see list below). Flyers will also be sent to our local TWC representative, Ms. Danielle Davis, Partnership Development Coordinator at Workforce Solutions for North Central Texas, who assisted with our recruitment efforts and circulated flyers for us last year. In addition, we will advertise on the TWU website and via email to TWU employees and students. A dedicated website will be hosted in TWU School of Sciences to accept applications. The announcements sent to the schools and the application form will state that applications from historically underserved populations, including women and minorities, are strongly encouraged to apply and will be prioritized for acceptance.

TWU Dual Credit Partner Schools

Argyle High School, Argyle, TX
Aubrey High School, Aubrey, TX
Braswell High School, Denton, TX
Denton High School, Denton, TX
Guyer High School, Denton, TX
Krum High School, Krum, TX
Little Elm High School, Little Elm, TX
Paradise High School, Paradise, TX
Port Neches Grove High School, Port Neches, TX
Prestonwood Christian Academy, Plano, TX
Richland High School, Richland Hills, TX

Other Local High Schools

Arbor Creek Middle School, Carrollton, TX
Byron Nelson High School Trophy Club, TX
Creekview High School, Carrollton, TX
Flower Mound High School, Flower Mound, TX

Founders Classical Academy, Lewisville, TX Fred Moore High School, Denton, TX Hebron High School, Carrollton, TX Lake Dallas High School, Corinth, TX Lewisville High School, Lewisville, TX Liberty Baptist School, Lewisville, TX Liberty Christian School, Argyle, TX Linda Tutt High School, Sanger, TX Lone Star High School, Frisco, TX Marcus High School, Flower Mound, TX Northwest High School, Justin, TX Pilot Point High School, Pilot Point, TX Ponder High School, Ponder, TX Reedy High School, Frisco, TX Ryan High School, Denton, TX Sanger High School, Sanger, TX The Colony High School, The Colony, TX Wakeland High School, Frisco, TX Willow Bend Academy, Lewisville, TX

4. PROGRAM PLAN.

Detailed descriptions of the program plan for each camp are provided below:

CyberCamp

The standard AFA CyberCamp program contains 20-hours of instructional materials designed to be taught over five days. The camp lasts Monday through Friday, with Friday reserved as the CyberPatriot competition day. Instruction and coding time will be broken up with lunch breaks and activities that include a campus admission tour and a visit from a Cybersecurity professional to discuss career opportunities in STEM fields. There will also be an hour-long Information Technology (IT)-specific field trip within the camp week during which the students will visit TWU IT service help desk,

server room, and security center to observe real world applications of cybersecurity and a professional IT work environment.

CyberCamp Overview

Monday	Tuesday	Wednesday	Thursday	Friday
Introduction to CyberPatriot and Cybersecurity	Cybersecurity Principles	Introduction to Linux	Basic Command Line Security	CyberPatriot CyberCamp Competition
Cyber Ethics	Basic Windows Security Policies and Tools	Ubuntu 16 Terminology and Concepts	Intermediate Ubuntu Security	Awards & Pictures
Online Safety & Visit from Cyber Professional	Account Management	TWU Campus Admissions Tour	Field Trip to Information Technology Solutions at TWU	Closing Remarks & Early Dismissal
How Computers Work, Virtual Machines	Windows File Protections	Basic GUI Security	Tour of Server Room, Support Desk	
Cyber Threats	Windows Auditing and Monitoring	Introduction to Command Line Interface (CLI)	Intermediate Ubuntu Security	

Science, Technology, Engineering, Math & Medicine (STEMM) Camp

The STEMM Camp program contains 20 hours of instructional materials designed to be taught over five days. The camp lasts Monday through Friday, with Friday reserved as a competition day where students work in teams to solve real world medical and environmental problems. Instruction and laboratory time will be broken up with lunch breaks and activities that include a campus admission tour, a visit from a STEM professional, a goal setting workshop, and a visit to the Texas Women's Hall of Fame for Women in STEM. There will also be an hour-long industry specific field trip to the Scientific Research Commons at TWU where students will tour Chemistry and

Biology research labs and talk with scientists and student researchers. Students will also conduct field research in the Dr. Bettye Myers Butterfly Garden, a designated Monarch Waystation.

STEMM Camp Overview

Monday	Tuesday	Wednesday	Thursday	Friday
Welcome & Introduction to Case Study	Daily Welcome & Case Study Intro	Daily Welcome & Case Study Intro	Daily Welcome & Case Study Intro	Grand Rounds Competition
Field work: Dr. Bettye Myers Butterfly Garden at TWU	A&P Lab: Cardiovascular System	A&P Lab: Digestive System	A&P Lab: Nervous System	Awards & Pictures
TWU Campus Admissions Tour	Guest Speaker Values and Goal Setting Workshop	Meet a Scientist	Field Trip to TWU Scientific Research Commons and tour of Labs	Science presentation and demo
A&P Lab: Respiratory System	Micro Lab: Infectious Disease Detectives with ELISA	Micro Lab: Genetic Engineering	Micro Lab: The Unseen World Light and Electron Microscopy	Closing Remarks & Early Dismissal
Case Wrap up	Case Wrap up	Case Wrap up	Case Wrap up	

Security Measures

We will implement strict security measures to protect student participants in CyberCamp and STEMM Camp at TWU. CyberCamp will take place in Computer Science teaching labs located in the Multipurpose Classroom and Laboratory building (MCL) on the TWU campus. The MCL building has an adjacent parking lot for convenient and easy drop-off and pick-up for parents. STEMM Camp will take place in Biology teaching labs located in the Ann Stuart Science Complex (ASSC) on the TWU campus, which has an adjacent parking lot for convenient drop-off and pick-up for parents.

A minimum of two camp staffers will be present to greet parents at the drop off and pick up. A brief safety and security overview of the building will be presented to campers at the beginning of the camp, and campers will always be supervised and accompanied by at least two adults who have received training and background screening for clearance to work with minors. A classroom adjacent to the lab space will be used as a home base for students to gather in the morning, before instruction starts, and in the afternoon, while awaiting pickup. Two volunteer camp counselors will staff the room, keep student belongings secure, and ensure water and snacks are available to participants. The Program Administrator will maintain open lines of communication with parents and guardians throughout the camp days for any issues that may arise. TWU STEM Camps are operated in accordance with TWU Risk Management policies and requirements for Minors on Campus, including but not limited to Protection of Minors training and background screenings for all adult supervisors of our minor-aged campers. Additional departmental policies will be applied to ensure the safety, security and comfort of all attendees.

Accommodations

We seek to include a diverse student population, and applications from historically underserved populations will be prioritized for acceptance. Learning materials will be presented with multiple modalities (video, lecture notes, hands-on) to accommodate students with disabilities, as well as to reach students with multiple learning styles. Videos will be accessible via closed captioning, and interpreters for deaf

and hard of hearing students can be arranged through TWU's Disability Support for Students (DSS) office. Additionally, Spanish-speaking computer science and biology students will be hired as assistants during the camp to ensure accessibility to Spanish-speaking students. Because this is a day camp (9 am - 4 pm with early dismissal on the last day), we do not have any evening activities planned.

5. OUTCOMES AND MEASURES.

The expected outcome of both CyberCamp and STEMM Camp is to positively influence student attitudes toward STEM fields. Ideally, their experiences in the weeklong camps will help the students develop more awareness towards STEM subjects and careers and more confidence in their abilities in math and sciences classes in school. Likewise, we anticipate that students will be more likely to consider attending college to prepare for careers in STEM fields after spending time on the TWU campus involved in engaging, hands-on STEM activities. For both camps, we will measure the impact of the STEM programming and activities on the students' attitudes toward STEM fields using the highly regarded Friday Institutes S-STEM survey for middle and high school students (grades 6-12). The survey will be administered on the first and last days of camp to measure changes in student attitudes towards STEM fields.

Data Administration

In addition to the Friday Institute S-STEM pre- and post-surveys, other data to be collected includes the application form and a photo consent release form. Students who apply to participate will complete an online application form to collect basic demographic information on each participant such as name, address, age, gender, disability, family income, race/ethnicity, contact information, grade level, and school affiliation. We will also request information on campers' allergies and/or medications. All raw data collected in both camps will be maintained by Dr. Spencer in secure, password-protected files. After completion of the camp activities, the surveys from all participants will be processed to ensure the correct correlations between pre- and post-questionnaires, and a randomly generated unique participant ID will be assigned to each participant. The unique ID will replace the participant's name for subsequent

analysis to ensure anonymity will be maintained. The mapping of participant ID and participant name will be saved as an Excel file on a secured TWU computer. Encoded and processed data may be shared with the Office of Research and Sponsored Programs at TWU for reporting purposes. With parental consent, the photos may be used on the TWU website and on marketing materials for future camps.

Data Disposal

Data resulting from the STEM camps will be securely stored on hard drives in a secured TWU office. Only Dr. Spencer, Dr. Zhang, and Dr. Goodwin will have access to the raw and de-identified data files for the project. Data will be securely maintained for a period of seven years for auditing purposes, and then all files will be deleted from the hard drives. Dr. Spencer and Dr. Zhang will be responsible for securing and disposing of the data.

Data Analysis

Our objective is to measure the student attitudes towards STEM prior to and after exposure to the camp experiences. The Friday Institute S-STEM survey, administered pre- and post-camp, consists of questions that address the student's math and science background, attitudes towards technology and engineering, perceptions towards STEM fields and STEM careers, and other contextual factors. The collected data will be recorded in an Excel file by the camp management team, and appropriate statistical analysis will be carried out with SPSS and Excel software. The predicted outcome is that students will exhibit a shift in attitude towards STEM after participating in the camps. We expect to find that the students more strongly agree with positive statements about STEM fields and more strongly disagree with negative statements about their math and sciences abilities, such as "I am not good at math." The survey also includes questions about plans for attending college, and we hope to find that the STEM camp experiences on the beautiful TWU campus in Denton will positively influence more students' attitudes towards post-secondary education.

An optional video interview with five to seven semi-structured prompts or questions is also planned at the end of the CyberCamp experience. Participants may be

asked additional follow up questions for clarifications of response. Audio and/or video recordings of interviews will be transcribed for the purpose of conducting ethnographic and discourse analysis to reveal power and structural information generated by the study. Quotes or video clips may be used for marketing purposes for future camps.

Outcomes and Measures Table

Name of Camp	Brief Description of the Camp	Reside ntial (R) or Non- residen tial (N) Camp	Estimat ed Number of Eligible Student s Enrolle d	Programmed Dates for Camp (MM/DD– MM/DD)	# of Cam ps Held	Number of STEM Instruction Hours	# of Academic Contact Hours
CyberCamp	Students learn coding, data management, cybersecurity, STEM professions	Z	28	06/05-06/09*	1	20	1.3#
STEMM Camp	Students learn medical and environmental applications of biology & chemistry, STEM professions	N	24	07/24-07/28*	1	20	1.3#

^{*}Camp dates could change depending on scheduling and availability of facilities.

Outcomes and Measures Table Summary

Total Number of Camps	Total Estimated Number of Eligible Students Enrolled
2 (CyberCamp and STEMM Camp)	52 (28 for CyberCamp, 24 for STEMM Camp)

^{*}An academic contact hour is generally computed as 1 hour per week for 15 weeks, or 15 hours. Our camps have 20 instructional hours or 1.3 academic contact hours.

6. PROGRAM ADMINISTRATION.

The STEM Summer Camps at TWU will be managed by a highly qualified team of TWU faculty, staff, and students. **Dr. Juliet Spencer, PhD, Director of the School of the Sciences at TWU, will serve as the overall coordinator for camp activities.** Dr. Spencer holds a PhD in Microbiology and has taught Microbiology at the university level for twenty years. She has also served in administrative positions for the past 8 years and has extensive experience overseeing faculty and staff, scheduling courses, and coordinating events. Dr. Spencer successfully led the summer camps in 2022 and is well-qualified to ensure the success of both summer camps at TWU in 2023.

Dr. Karen Goodwin will manage the day-to-day activities of the camps and serve as Program Administrator. Dr. Goodwin served in this role last year and demonstrated excellence in leadership and organization. In this capacity, she prepared and distributed flyers, provided content for the web site, set up and monitored the registration site, completed all compliance and regulatory forms, developed a procedural policy manual, and responded to inquiries from parents. The Program Administrator position requires background screening and current TWU lab safety training certification. Dr. Goodwin will devote 100% of her time over 1.5 summer months to camp operations. Some work will take place during the Spring semester and this will be considered service to the department and the profession.

Due to the limited allowable costs for Administration, the School of the Sciences will pay the salary of the Program Administrator (0.5 FTE for the summer, which is 50% time over 3 months, or 1.5 summer months total) as evidence of our commitment to offering excellent summer STEM opportunities for middle and high school students in our community. Likewise, Dr. Spencer will donate her time and not receive any compensation for their participation in STEMM Camp.

Program Administrator Job Description

Dr. Goodwin will be responsible for overseeing the successful planning and implementation of the week-long summer day camps at TWU (CyberCamp 06/05-09/2023 and STEMM Camp 7/24-28/2023). The Program Administrator supervises the day-to-day operation and safety of the campers, staff, and site to ensure that camp

activities are implemented in accordance with the program plan. The Program Administrator is responsible for the distribution, collection, and management of program documents (application forms, surveys, etc). Specific duties include but are not limited to:

Pre-camp

- Ensure the website advertising camps is live and functional by March 2023.
- Prepare and send flyers to local high schools.
- Send email advertisements for both camps to the TWU community.
- Monitor applications and notify students of acceptance.
- Maintain records of all applicants, including a wait list if needed.
- Secure facilities reservations and schedule field trips and tours.
- Aid in procurement of supplies needed for camp activities, including camp Tshirts.
- Arrange for daily lunches at the dining hall.
- Recruit TWU students to serve as volunteer camp counselors for noninstructional times.
- Ensure all instructors and volunteers complete background checks and training for clearance to work with minors.
- Send camp logistics information to parents one week before camp starts.

Week of Camp

- Greet parents and campers, oversee sign-in process.
- Maintain and update camp roster.
- Ensure all instructors and volunteers are on site and have materials ready.
- Confirm that all campers take pre-camp survey (Friday Institute S-STEM survey)
- Provide basic safety overview for campers.
- Make arrangements for daily lunch delivery, set up, and clean up.
- Oversee sign-out process and ensure campers leave with a parent or approved delegate.

- Confirm that all campers take post-camp survey (Friday Institute S-STEM survey)
- Arrange for printing of certificates and final group pictures.
- Be responsible for camper safety during the week.

Post-camp

- Collate survey responses (matched pre- and post-), assign unique ID to participants.
- Compile camper demographics and outcomes for Final Report.
- Work with Dr. Spencer and Dr. Zhang on data analysis and preparation of Final Report.
- Solicit feedback from instructors and volunteers to improve future camp offerings.

Experience and Qualification of Faculty and Instructors <u>CyberCamp</u>

Dr. Jian Zhang, Professor and Faculty Lead, Division of Computer Science, School of the Sciences, TWU. Dr. Zhang holds a PhD in Computer Science and teaches both undergraduate and graduate level courses, including Fundamentals of Informatics and Modeling Machine Learning. Dr. Zhang served as the coordinator with CyberCamp at TWU from 2014-2019 and has served as an Instructor of CyberCamp at the University of West Georgia in 2017. She is well-qualified to lead the CyberCamp at TWU.

Dr. Jonathan Gratch, Assistant Professor, Division of Computer Science, School of the Sciences, TWU. Dr. Gratch holds a PhD in Educational Computing and teaches undergraduate and graduate level courses such as Information Security & Ethics and Network & Data Communication. He has served as an Instructor of CyberCamp at the University of West Georgia from 2017-2019. Dr. Gratch has extensive experience delivering the CyberCamp curriculum to middle and high school students.

Dr. Zhang and Dr. Gratch will lead the CyberCamp with the assistance of 2-3

Computer Science student assistants (to be determined). The student assistants will have a minimum of two years of college coursework, with preference given to graduate students who have earned a bachelor's degree and completed some graduate coursework. Student assistants will receive training in the CyberCamp curriculum in the weeks before the camp from Dr. Zhang and Dr. Gratch.

STEMM Camp

Dr. Karen Goodwin, Visiting Lecturer, Division of Biology, School of the Sciences, TWU. Dr. Goodwin holds BS degrees in Anatomy and Health & Wellness as well as a Doctor of Chiropractic degree, and she is a licensed Chiropractor. She has been teaching Anatomy & Physiology for more than 10 years and is well-qualified to lead laboratory activities focused on these areas.

Ms. Christy Hill, Adjunct Instructor, Division of Biology, School of the Sciences, TWU. Ms. Hill holds BS and MS degrees in Biology from TWU, and she has been teaching Microbiology for the past 7 years. She has the expertise to lead laboratory exercises focused on microbiology, as well as fieldwork in environmental biology.

Dr. Goodwin and Ms. Hill will lead the STEMM Camp with the assistance of Graduate Student Instructors. The following students are returning from last year, and new students will be hired to fill the remaining positions.

- Candace Paschal, Graduate Student Instructor, Division of Biology. Ms.
 Paschal holds MS degrees in Public Communication/Public Relations and in Biology and she is currently a student in good standing in the Molecular Biology PhD program at TWU.
- Kiran Tajuddin, Graduate Student Instructor, Division of Biology. Ms.
 Tajuddin earned her MS in Biology at TWU in 2020 and is a student in good standing in the Molecular Biology PhD program at TWU.
- Nadine Yasin, Graduate Student Instructor, Division of Biology. Ms. Yasin holds a BS in Biology and is currently a student in good standing in the Molecular Biology PhD program at TWU.

Other Personnel

We have requested funding for three additional graduate student instructors and anticipate filling 1-2 of these with Computer Science students who will serve as Assistant Instructors working with Dr. Zhang and Dr. Gratch in CyberCamp. The remaining position(s) will be filled with Biology students to assist in the instruction of STEMM Camp.

In addition to the instructors, we expect to have 6-8 volunteer camp counselors to assist with the daily operations of the camps. Volunteer counselors will staff the adjacent classrooms that serve as the home base for the students when they are not in computer labs (CyberCamp) or biology labs (STEMM Camp). This classroom is a place where students can leave backpacks, water bottles, and other personal belongings during the day. The counselors will supervise and engage with camp participants during the drop-off period in the morning and in the afternoon while awaiting parent pick up, as well as during any breaks. They will also walk with the campers to and from the dining hall for lunch each day. We have many undergraduates who perform research in the summer, and we anticipate recruiting several of these students to assist on a volunteer basis during the camp weeks. The students will gain experience for their resumes or professional school applications, and they will also receive lunch each day. Their job will not be to instruct campers, but rather to maintain a friendly, positive, and fun atmosphere during the break periods and to provide additional support and security for the campers. These students can also serve as a great resource for campers about life as a college student.

Safety Training

All TWU faculty, staff, student instructors, and volunteers who participate in the camp programs are required to complete Protection of Minors training, as mandated by Texas Senate Bill 1414. This training is provided by the Office of Risk Management at TWU and is typically administered online through a 3rd party vendor such as Lawroom.com.

In addition, all faculty, staff, student instructors, and volunteers who participate in the camp will complete a one hour in-person training on professional communications and maintaining a positive and supportive atmosphere during the camp. We will also review procedures and practice scenarios for a range of emergency situations that could arise. A detailed emergency response plan with a decision tree and applicable contact numbers will be provided and reviewed. The Instructors for each camp will review activities with their teams and ensure every team member has completed the necessary lab safety training. Dr. Goodwin, as the Program Administrator, will ensure that all camp personnel have completed the required trainings.

7. BUDGET WORKBOOK.

Governor's Summer Merit Program RFA Number 32023-00065

Applicant:

Texas Woman's University

BUDGET SUMMARY FORM

Cost Categories	Administrative Costs ¹	Program Costs	Total Costs
Salary/Wage	\$0.00	\$25,000.00	\$25,000.00
Fringe Benefits	\$0.00	\$1,700.00	\$1,700.00
Travel	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$6,700.00	\$6,700.00
Equipment	Not Allowable	Not Allowable	Not Allowable
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$3,000.00	\$3,000.00
Total Funds Requested	\$0.00	\$36,400.00	\$36,400.00
¹ Administrative Costs cannot exceed adm	ninistrative cost limit		

Total Requested Amount:	\$36,400	
Indirect Cost Rate Percentage (if applicable	e): 0.00%	
Cost Per Student		
Average Cost per Non-Residential student [Total Requested Funds for Non-residential residential students.] Must not exceed \$700.		\$700.00
Average Cost per Residential Student. [Total Requested Funds for Residential (Or residential students.] Must not exceed \$1,000.	vernight Camps) / Number of	NA

End of Worksheet

Governor's Summer Merit Program

RFA Number 32023-00065

Applicant:

Texas Woman's University

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PART A. INDIRECT COST RATE			
Questionnaire	Column1	Column2	Answers
Question # 1: Applying an indirect cost rate?			No

PART A-1. NUMBER OF STUDENTS FOR COST PER STUDENT CALCULATION

1. Number of Non-Residential (Day Camp) Students:	52	
2. Number of Residential (Overnight Camp) Students:	0	

PART B. BUDGET DETAIL: ADMINISTRATIVE COSTS

Refer to the "Instructions" tab for more information.

If you require more rows, please insert immediately above the Subtotal row.

Salary/Wages (Admin)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Subtotal	\$0	\$0	\$0

Fringe Benefits (Admin)			
Cost Items	Non Residential	Residential Camp	Budget Justification
	Non Residential	Residential Camp	Fringe Benefits (Admin) Subtotal
Subtotal			

Travel (Admin)					
Cost Items		Non Residential	Residential Camp	Budget Justification	
		Non Residential	Residential Camp	Travel (Admin) Subtotal	
	Subtotal		\$0		Ş0

Supplies (Admin)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Subtotal	\$0	\$0	\$0

Equipment (Admin)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Not Allowable.	\$0	\$0	
-	Non Residential	Residential Camp	Equipment (Admin) Subtotal
Subto			\$0

Contractual (Admin)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Subtotal	\$0	\$0	\$0

Other (Admin) If Any:			
Cost Items	Non Residential	Residential Camp	Budget Justification
Indirect Costs (if any)	\$0	\$0	
Subtotal	\$0	\$0	\$0

	Non-Residential	Residential Camp	Total
Total Administrative Costs	\$0	\$0	Ş0

PART C. BUDGET DETAIL: PROGRAM COSTS

Refer to the "Instructions" tab for more

information.

Salary/Wage (Program)				
Cost Items		Non Residential		Budget Justification
Faculty stipends (\$2,500 each x 4)		\$10,000	\$0	2 computer science faculty members
STEM2 Instructors (\$2,500 each x 6)		\$15,000	\$0	Six graduate student assistants will
		Non Residential	Residential Camp	Salary/Wages (Program) Subtotal
S	ubtotal	\$25,000		

Fringe Benefits (Program)			
Cost Items	Non Residential		Budget Justification
Faculty at 17% of salary (\$425 each x 4)	\$1,700	\$0	Fringe benefits for faculty in the
	Non Residential	Residential Camp	Fringe Benefits (Program) Subtotal
Subtotal		\$0	

Travel (Program)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Subtotal	\$0	\$0	\$0

Supplies (Program)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Air Force Association Standard Camp Material			Licensing fee paid to AFA for use of
	\$1,500	\$0	CyberCamp Materials.
Printing CAMP materials			Printing of CyberCamp and STEMM
	\$1,500	\$0	Camp booklets for camper use.
Consumables including lab supplies	\$2,600	\$0	Laboratory supplies for STEMM Camp activities, these include DNA purification kits, culture plates, enzyme activity assays, and dissection materials.
T Shirts for campers and staff	\$1,100	ćo	One T shirt will be provided to each camper and camp staff member.
	Non Residential		Supplies (Program) Subtotal
Subtotal	\$6,700	\$0	\$6 700

Equipment (Program)			
Cost Items	Non Residential	Residential Camp	Budget Justification
Not Allowable.	\$0	\$0	
	Non Residential	Residential Camp	Equipment (Program) Subtotal
Subtotal			

Contractual (Program)			
Cost Items	Non Residential	Residential Camp	Budget Justification
	\$0	\$0	
	Non Residential	Residential Camp	Contractual (Program) Subtotal
Subtotal			ŚC

Other (Program) If Any:			
Cost Items	Non Residential	Residential Camp	Budget Justification
Food - Daily Lunches for campers and staff	\$3,000	\$0	Campers will walk over to the TWU
	Camp Subtotal	Subtotal	Other (Program), If Any Subtotal
Subtotal	\$3,000	\$0	\$3,000
	Non Residential	Residential Camp	Total
	Camp Total	Total	
Total Program Costs	\$36,400	\$0	\$36,400

PART D: TOTAL FUNDS REQUESTED

Total of all funds requested (admin and program).

Totals, All Costs	Non Residential	Residential Camp	Combined Total
Admin	\$0.00	\$0.00	\$0.00
Program	\$36,400.00	\$0.00	\$36,400.00
Total Funds Requested	\$36,400.00	\$0.00	\$36,400.00

End of Worksheet.

FORM C: GENERAL TERMS AND CONDITIONS EXCEPTIONS

Completion of this Form C is not required if there are no exceptions. Refer to Section 6.7. Exceptions of the RFA Solicitation.

No exception nor any term, condition, or provision in a Grant Application that differs, varies from, or contradicts this Request for Application will be a part of any Grant Award resulting from this Request for Application unless expressly made a part of the Grant Exceptions Agreement in writing by TWC.

RFA Section Number	RFA Language to Which Exception is Taken	Basis of Exception	Applicant's Proposed Language	Do you still want your application considered if this exception is denied? Answer Yes/No
1.4	The Grantee understands and agrees that it shall repay to TWC any funds determined to be	make sure any denial is a result of a material violation.	The Grantee understands and agrees that it shall repay to TWC any funds determined to be expended in material violation of the terms and conditions of this grant subject to the following:	Yes

RFA Section Number	RFA Language to Which Exception is Taken	Basis of Exception	Applicant's Proposed Language	Do you still want your application considered if this exception is denied? Answer Yes/No
Financial	TWC may deobligate	Requested language by	TWC may deobligate	Yes
Requirements	funds if performance	TWU's General Counsel to	funds if performance	
2.3	and/or expenditures are	make sure any denial is a	and/or expenditures are	
	not meeting a detailed	result of a material	not materially meeting a	
	program plan and	violation.	detailed program plan	
	implementation schedule;		and implementation	
	and/or expenditure		schedule; and/or	
	projections at the		expenditure projections at	
	following intervals:		the following intervals:	

RFASection	RFA	Basis of Exception	Applicant's Proposed	Do you still want your
Number	Language to Which		Language	application considered if
	Exception is Taken			this exception is denied?
				Answer Yes/No
Financial	TWC shall provide written	Requested language by	TWC shall provide written	Yes
Requirements	notification to the Grantee	TWU's General Counsel to	notification to the Grantee	
2.4	in the form of either a	make sure any denial is a	in the form of either a	
	letter of notification or a	result of a material	letter of notification or a	
	grant amendment in the	violation and TWU has an	grant amendment in the	
	case of an additional	opportunity to correct or	case of an additional	
	obligation or deobligation	explain the deficiency.	obligation or deobligation	
	of funds at least ten (10)		of funds at least ten (10)	
	business days in advance		business days in advance	
	of the revision taking		of the revision taking	
	effect.		effect, with a reasonable	
			opportunity to cure the	
			deficiency where such	
			deficiency is reasonably	
			able to be cured.	

RFASection	RFA	Basis of Exception	Applicant's Proposed	Do you still want your
Number	Language to Which		Language	application considered if
	Exception is Taken			this exception is denied?
	-			Answer Yes/No
General Terms	In consideration of the	Requested language by	In consideration of the	Yes
& Conditions	Grantee's full and	TWU's General Counsel to	Grantee's material and	
3.4	satisfactory performance	make sure any denial is a	reasonably satisfactory	
	of the specified services,	result of a material	performance of the	
	TWC shall be liable to the	violation.	specified services, TWC	
	Grantee in accordance		shall be liable to the	
	with the terms and		Grantee in accordance	
	limitations established		with the terms and	
	within this grant award.		limitations established	
			within this grant award.	

RFASection	RFA	Basis of Exception	Applicant's Proposed	Do you still want your
Number	Language to Which		Language	application considered if
	Exception is Taken			this exception is denied?
	-			Answer Yes/No
General Terms	The Grantee understands	Requested language by	The Grantee understands	Yes
& Conditions	and agrees that it shall be	TWU's General Counsel to	and agrees that it shall be	
5.1	liable to repay to TWC	make sure any denial is a	liable to repay to TWC	
	any funds not expended	result of a material	any funds not expended	
	in accordance with this	violation.	materially in accordance	
	grant or determined to be		with this grant or	
	expended in violation of		determined to be	
	the terms of this grant		expended in material	
	and under OMB UG, 2		violation of the terms of	
	C.F.R. Part 200, including		this grant and under OMB	
	loss arising from a		UG, 2 C.F.R. Part 200,	
	fraudulent or dishonest		including loss arising from	
	act of the Grantee's		a fraudulent or dishonest	
	officers and employees		act of the Grantee's	
	holding positions of		officers and employees	
	fiduciary trust.		holding positions of	
			fiduciary trust.	

General Terms	The Grantee	Requested language by	The Grantee	Yes
& Conditions	acknowledges and	TWU's General Counsel to	acknowledges and	
15.2	accepts that failure of the	make sure any denial is a	accepts that material	
	Grantee to comply with	result of a material	failure of the Grantee to	
	any provision of this grant	violation.	comply with any provision	
	award, whether stated in		of this grant award,	
	a federal or state statute		whether stated in a	
	or regulation, Commission		federal or state statute or	
	rules, an assurance, a		regulation, Commission	
	certification, an		rules, an assurance, a	
	application or TWC		certification, an	
	policies or procedures		application or TWC	
	referenced in a grant		policies or procedures	
	award may subject the		referenced in a grant	
	Grantee to sanctions and		award may subject the	
	enforcement or remedial		Grantee to sanctions and	
	measures appropriate to		enforcement or remedial	
	the circumstances,		measures appropriate to	
	including temporary		the circumstances,	
	withholding of cash		including temporary	
	payments, disallowance		withholding of cash	
	of costs, whole or partial		payments, disallowance	

RFA Section Number	RFA Language to Which	Basis of Exception	Applicant's Proposed Language	Do you still want your application considered if
	Exception is Taken			this exception is denied? Answer Yes/No
	suspension of the award,		of costs, whole or partial	
	withholding of further		suspension of the award,	
	awards, or other		withholding of further	
	remedies that may be		awards, or other	
	legally available.		remedies that may be	
			legally available.	