

PART 5.0 ASSURANCES AND CERTIFICATIONS

SECTION 1. Compliance with Law/Order of Precedence

In rendering performances hereunder, the Subrecipient shall comply with the requirements of any laws and regulations of any specific source(s) for the Contract, including, but not limited to, the Workforce Innovation and Opportunity Act (WIOA); Texas Workforce Commission (TWC) rules and regulations; the Child Care and Development Fund; any revisions/amendments to these rules and regulations; and Board Plans. Such compliance shall be accomplished in such a manner so as to prevent or to correct any breach of the Board's Contract with the State of Texas to operate workforce programs and services under WIOA or any other specific funding source(s). In any event, the above laws and regulations shall supersede any conflicting or contradicting provisions of the Contract.

SECTION 2. Child Labor Laws

Subrecipient shall comply with all applicable Child Labor Laws of the United States and the State of Texas.

SECTION 3. Health and Safety Standards at Work/Training Facility

Subrecipient shall ensure compliance with applicable health and safety standards established under State and federal law, including the Occupational Safety and Health Act of 1970, or with other Regulations, regarding working conditions of employees of Subrecipient and of customers receiving direct services from the Contract. Subrecipient shall provide written notification to the Board, and to its payroll agent, of any incident of on-site injury or medical assistance to the Subrecipient staff or customer, within the same work day but no later than twenty-four (24) hours of occurrence of such incident.

SECTION 4. Grievances and Complaints

Subrecipient shall establish and maintain a complaint procedure in accordance with the regulations, and state or local policy to resolve all complaints arising under programs funded by the Contract. In this regard, the Subrecipient shall notify the Board in writing upon receipt of any such grievances or complaints filed and cooperate with the U.S. Department of Labor, TWC, and the Board in the resolution of any conflict which may occur from the activities funded under the Contract.

SECTION 5. Use of Historically Underutilized Businesses

Subrecipient covenants to make a good faith effort to contract with, or make purchases from, historically under-utilized (disadvantaged) businesses certified by the State of Texas, as that term is defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises. Subrecipient shall maintain documentation of such good faith efforts.

SECTION 6. Lobbying

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

The Subrecipient certifies that:

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

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

- the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts, and subcontracts, 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 § 1352, Title 31, U.S.C. Any person who fails to file the required declaration shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 7. Non-Labor Involvement

A. Union Activities

1. No funds under WIOA or any other specific funding source(s) shall be used in any way to assist, promote, oppose, or deter unionization.
2. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
3. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State law.
4. An opportunity to comment on proposed training will be afforded to any labor organization representative as appropriate to WIOA or any other specific funding source(s) and regulations.

B. Labor Disputes Involving Work Stoppage

1. No job seeker may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, job seeker in affected positions must: (1) be relocated to positions not affected by the dispute, (2) be suspended through administrative leave, and (3) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. Subrecipient shall make every effort to relocate job seekers who wish to remain working, into suitable positions unaffected by the work stoppage.
2. No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the periods of work stoppage.

SECTION 8. Sectarian Involvement Prohibited

- A. Subrecipient and any subcontractor, shall ensure that no funds under the Contract are used, either directly or indirectly in the support of any religious activity, worship, or instruction.
- B. No job seeker shall be engaged in the construction, operation or maintenance of that part of any facility which is used or will be used for religious instruction or as a place of religious worship.
- C. Places of religious worship such as a church or a chapel, shall not be used as worksites for job seekers.

SECTION 9. Prevention and Reporting Fraud, Waste and Program Abuse

- A. Subrecipient shall establish and implement internal program management procedures sufficient to ensure that their employees, customers, and subcontractors are aware of TWC Fraud, Waste 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 Contract.
- B. Subrecipient is responsible for reporting to the Board, and the Board is responsible for reporting to TWC Office of Investigations, any knowledge of suspected fraud, waste, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures. No later than five (5) working days from the date of discovery of any such act, the Board must complete and submit an Incident Report regarding such act to: Texas Workforce Commission, RID-Office of Investigations, 101 East 15th Street, Room 214-T, Austin, Texas 78778-0001.
- C. Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all Incident Reports. Neither Subrecipient, the Board, nor TWC shall retaliate against any person filing an Incident Report. Failure to comply with this Section 9 may result in sanctions pursuant to Part III, Section 11 of this Contract.
- D. Subrecipient assures that it will perform the contracted activities in conformance with safeguards against fraud and abuse as set forth by the Board, Federal and State rules and regulation, TWC, WIOA and any other specific funding source(s), and Regulations. Subrecipient agrees to notify the Board of suspected fraud, abuse, or other criminal activity through filing a written incident report within twenty-four (24) hours of knowledge thereof. Theft or willful damage to property on loan to the Subrecipient shall be reported to local law enforcement agencies within two (2) hours of discovery of any such act.
- E. Subrecipient agrees to cooperate fully with the Board, local law enforcement agencies, the State of Texas, U.S. Office of the Inspector General, the Federal Bureau of Investigation, and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.
- F. Failure on the part of Subrecipient or a subcontractor of Subrecipient to comply with the provisions of this Contract, or with regulations of WIOA or any other specific funding source(s) under this Contract, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds and/or termination of this Contract.
- G. Subrecipient shall ensure diligence in managing programs under this Contract including the carrying out of appropriate self-evaluation activities and in taking immediate corrective action against known violations of WIOA or any other specific funding source(s).

SECTION 10. Confidentiality of Records

Subrecipient shall maintain the confidentiality of any information, regarding program customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Subrecipient shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by the Board for purposes related to the performance or evaluation of the Contract. In these cases, information may be divulged to the Board or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, to parties enumerated in Part VI, Section 20, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Board. Individually identifiable information obtained from the Unemployment Insurance system, including wage records, and from WorkInTexas is not public information for the purposes of the Texas Public Information Act. No release of information by Subrecipient, if such release is required by Federal or State law, shall be construed as a breach of this section. Notwithstanding any other provision of the Contract, the Subrecipient shall not release any personally identifiable information obtained from TWC Unemployment Insurance records or from WorkInTexas, unless otherwise authorized by the Board. Subrecipient shall comply with Exhibit A, Safeguards for TWC Information, which is incorporated in its entirety as part of the Contract.

SECTION 11. Nepotism

Subrecipients must comply with the Government Code, Chapter 573, which requires that no officer, employee, or member of the applicant's governing body or of the applicant's Subrecipient shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

SECTION 12. Preventing Conflict of Interests

- A. Subrecipient shall comply with the requirements in this Section and with the conflict of interest provisions in the OMB UG, UGMS or TxGMS (as applicable), FMGC, and at 40 TAC §§ 802.21(c)-(d) and 802.41, regarding any grants awarded under the contract.
- B. In order to maintain the integrity of expenditure of public funds arising from grants subject to the contract, real or apparent conflicts of interest shall be avoided by both parties for all issues related to the contract or any grant awarded by the Board to the Subrecipient.
- C. No person shall participate in any decision relating to any contract, subcontract, or subgrant which affects his or her personal pecuniary interest including, but not limited to:
 - members of the Subrecipient;
 - employees, subrecipients, Subrecipients and subcontractors of the Subrecipient; and
 - persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of any grant award.
- D. Subrecipient shall maintain on file and make available for inspection by the Board or TWC, a statement submitted by each Subrecipient employee, Subrecipient, subcontractor, 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.
- E. This requirement shall serve as a minimum standard and shall not be construed to limit the Subrecipient's authority for more restrictive governance to prevent real or apparent conflicts of interest.

SECTION 13. Notices/Communication

- A. Any notice, request or demand required or permitted to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Subrecipient.
- B. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) working days after mailing or verified receipt whichever is earlier.

SECTION 14. Charging of Fees

Subrecipient shall not:

- A. Charge a fee to an individual for the placement or referral of such individual in or to a program funded by the Board under the Contract or to employment; or

- B. Use Board Disbursements for the payment of a fee charged to an individual for the placement or referral of that individual in or to a program funded by the Board or to employment.

SECTION 15. Program Participation

- A. Subrecipient agrees that participation in programs and activities financially assisted under the terms of this Contract shall be open to established residents who are citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- B. Subrecipient agrees that services provided under this Contract are to be provided to eligible persons as defined by Federal and State Rules and Regulations, TWC, and other specific funding source(s) for this Contract and the Board plans for workforce services to customers.

SECTION 16. Use of Funds/Maintenance of Effort

- A. Subrecipient assures and guarantees that it shall not operate a program in such a manner that it would result in total or partial displacement of employed workers by customers employed under WIOA or any other specific funding source(s), including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.
- B. Subrecipient assures and guarantees that it shall not operate a program in such a manner as to impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such a collective bargaining agreement, or either such party fails to respond to written notification requesting its concurrence with thirty (30) days of receipt thereof.
- C. Subrecipient assures and guarantees that it shall not place or retain a customer in a position (1) when any person is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a customer whose wages are subsidized under WIOA or any other specific funding source(s). Furthermore, no jobs shall be created for customers in a promotional line that shall infringe in any way upon the promotional opportunities of currently employed individuals.
- D. Subrecipient agrees that the Board/TWC funds under the Contract are to be used only for activities which are in addition to those which would otherwise be available in the service area in the absence of such funds.

SECTION 17. Responsible Subrecipient

- A. Subrecipient guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of the Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of the Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of the Contract exactly as specified. Additionally, the Subrecipient assures the Board that its performance under the terms and conditions of the Contract will be in accordance with highest integrity and business ethics. If the Board determines at its sole discretion that the Subrecipient is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of the Contract, it shall terminate the Contract.
- B. The Board, in its sole discretion, may deem the Subrecipient a "high risk" if there is serious question or issue regarding the Subrecipient's administrative, financial or technical capability in meeting the terms and conditions of the Contract. This may occur if the Subrecipient: (1) has committed a sanctionable act pursuant to 40 TAC, Chapter 802, Subchapter G; or (2) has a history of unsatisfactory performance, or (3) is not financially stable, or (4) has a management system which does not meet management standards as determined by the Board and/or set forth in the UG and UGMS, or (5) has not conformed to terms and conditions of previous awards, or (6) is otherwise not responsible as determined by the Board. In such event, the Board may establish and impose upon Subrecipient any special conditions and/or

restrictions, it deems in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the "high risk" status is removed by the Board.

SECTION 18. Federal/State Obligations

It is expressly understood and agreed that neither the U.S. DOL, U.S. HHS, USDA, nor TWC, are parties to the Contract and no legal liability shall attach on the part of any Department of the Federal Government or TWC by the expressed/implied terms and conditions of the contract.

SECTION 19. Accessibility of Records

- A. Subrecipient shall give the U.S. DOL, U.S. DHHS, U.S.D.A, Comptroller General, General Accounting Office, Auditor of the State of Texas, TWC, the Board, or other specific funding source(s), through their authorized representative, the access to and the right to examine all records, books, papers or documents requested.
- B. Subrecipient agrees to cooperate with any monitoring inspection, audit, or investigation of activities related to the Contract as may be conducted by the Board, TWC, State, U.S. DOL, U.S. HHS, U.S. Dept. of Agricultural., Comptroller General of the United States, and any other specific funding source(s) for the Contract, or their duly authorized representatives. Subrecipient agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data requested.
- C. Such access shall be granted during regular office hours of the Subrecipient with or without previous announcement and shall include provisions by the Subrecipient of suitable work space for such monitoring, inspection, audit, or investigation to be conducted.

SECTION 20. Drug-Free Workplace Rule

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub. L. 100-690, §§ 5150-5160 (41 U.S.C. § 8101 *et seq.*; as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 94), Department of Education (34 C.F.R. Part 86), and Department of Health and Human Services (2 C.F.R. Part 382). Subrecipient certifies that it shall provide a drug-free workplace by:

- A. 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;
- B. establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board'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;
- C. providing each employee with a copy of the policy statement;
- D. notifying the employees in the policy statement that as a condition of employment under the Agreement, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) calendar days after any incident or conviction for a violation by the employee of a criminal drug or alcohol statute in the workplace;
- E. notifying the Board in writing within five (5) calendar days of receipt of a notice of a conviction of an employee; and
- F. within thirty (30) calendar days of learning of an employee's conviction, take appropriate personnel action against the employee, up to and including termination, consistent with the Rehabilitation Act of 1973 (29 U.S.C. § 794, as amended), or require such employee to participate in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

SECTION 21. Economic Development and Relocation Activities

No funds received under the Contract may be used for the following activities:

- A. Encouragement or inducement of the relocation of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location;
- B. Customized or skill training, on-the-job training, or company specific assessment of job customers or employees, for any establishment or part thereof, that has relocated, until 120 days after the date on which such establishment commences operations at the new location, if the relocation results in a loss of employment for any employee at the original location;
- C. Employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers and similar activities, and for foreign travel; and
- D. Supplanting of current or existing workforce.

SECTION 22. The Americans With Disabilities Act

Subrecipient assures and guarantees that it shall comply with the Americans With Disabilities Act (PL101-336) of 1990, with Equal Employment Opportunity Commission rules 29 CFR Parts 1602, 1627, and 1630, dated July 26, 1991, and with any subsequent rules and regulations issued under this Act.

SECTION 23. Equal Opportunity Compliance and Assurance

- A. Subrecipient assures and guarantees that it shall comply with guidance as specified in 29 CFR 38.25 at the following website: https://www.customsmobile.com/regulations/expand/title29_part38_subpartB_subjgrp83_section38.25#title29_part38_subpartB_subjgrp83_section38.25. Subrecipient shall comply with the provisions of the following laws:
 - Title VI and VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and § 2000e-16, as amended;
 - The Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, 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;
 - Texas Government Code, Chapter 469, Elimination of Architectural Barriers and 16 TAC, Chapter 68, Administrative Rules of the Texas Department of Licensing and Regulation;
 - WIOA § 188; 29 U.S.C. § 3248;
 - The Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501 et seq., as amended;
 - Applicable provisions of the Clean Air Act and the Federal Water Pollution Control Act, as amended;
 - 29 C.F.R, Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIOA;
 - 29 CFR 38.12 – Discrimination prohibited based on disability;
 - 29 CFR 38.18 – Employment practices covered;
 - 29 CFR 38.36 – Obligation to publish EO notice; and
 - 29 CFR 38.40 – Affirmative Outreach.
- B. In compliance with 29 C.F.R. § 38.28 et seq, as amended, (including without limitation §§ 38.28(b), 38.32 and 38.33), the Board shall ensure that its subrecipients, Subrecipients, subcontractors, and service providers comply with all applicable nondiscrimination and equal opportunity provisions of federal and state law and all regulations implementing the laws.
- C. The Board and Subrecipient may not deny services under any grant to any person and are prohibited from discriminating against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age,

disability, or political affiliation or belief or against beneficiaries on the basis of either citizenship status or participation in any federal or state financially assisted program and/or activity.

- D. The Board and Subrecipient shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- E. The Board and Subrecipient shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts for the performance of activities required by the Contract to historically underutilized businesses (HUBs) certified by the State of Texas, as defined in 34 Texas Administrative Code, Part I, Chapter 20, Subchapter B, including any certified women or minority owned business or enterprise.
- F. The Board and Subrecipient shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.

SECTION 24. Integrity of the Texas Workforce System

Subrecipients shall be in accordance with **Texas Administrative Code, Title 40, Part 20, Chapter 802** by: maintain fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state statutes and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

SECTION 25. Use of Funds/Buy American Act

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

SECTION 26. Security Management

The subrecipients, contractors, and subcontractors shall comply with all Agency security policies and procedures in Exhibit C – ABA Attachment C, Board Guidelines for Security, attached hereto and incorporated herein for all purposes, when using the Board and/or TWC information resources, Board and/or TWC-provided data, or Board and/or TWC -administered systems.

In the event of a security violation, or if a breach is detected, or if the subrecipients, contractors, and subcontractors has any reason to suspect that the security or integrity of the Board or TWC's data has been or might be compromised in any way, the subrecipients, contractors, and subcontractors shall:

- Notify the Board to inform the Agency's Chief Information Security Officer within twenty-four (24) hours via email to CISO@twc.texas.gov;
- Comply with the notification requirements in Section 521.053, Business & Commerce Code, to the same extent as a person who conducts business in this state; and
- Comply with Agency directives in resolving any incidents.

If the Board determines that the subrecipients, contractors, and subcontractors has failed to comply with this Section, the subrecipients, contractors, and subcontractors has the authority to impose penalties pursuant to Part III, Section 11 of the Contract.

If the subrecipients, contractors, and subcontractors is unable to comply with the Section, the Board has the authority to impose emergency security management measures up to and including termination and revocation of the subrecipients, contractors, and subcontractors' access to all TWC Information, systems, applications, and network and TWC assuming control of all Board IT and cybersecurity operations.

SECTION 27. Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376). The undersigned certifies that neither it nor its principals:

- A. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency;
- B. Have, within a three-year period preceding Agreement, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, (b) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging, (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims or obstruction of justice, or (d) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2.2 of this certification; or
- D. Have had, within a three-year period preceding the grant award, one or more public transactions terminated for cause or default.

SECTION 28. Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, the Board certifies 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 Board shall implement policies and procedures concerning this law by following Agency guidance in WD Letter 07-08 and Technical Assistance Bulletin 199, and subsequent issuances.

The Subrecipient 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 Subrecipient certifies that it will enter into a written agreement with its subcontractors working on or having an interest in the programs provided by the grant award regarding the unlawful employment of undocumented workers and 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, the Agency has determined that if the Board is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Board may establish its own repayment interest rate when establishing an interest rate with any of its subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by TWC.

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

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