

COMPREHENSIVE CERTIFICATION AND ASSURANCES

*The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. **By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** - It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** - It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** - It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** - It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –

- A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
- C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
- D. In the event of any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

15. **LIMITED ENGLISH PROFICIENCY**– It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

- 16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- 17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
- 18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)
- 19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended*, 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will comply with the requirements of the government-wide award term which implements Section 106 (g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners

- (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
 38. **TAXES** - It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
 39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
 40. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
 41. **CHILD SUPPORT PAYMENTS** - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
 42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. It will also ensure that all program personnel are properly trained and aware of this requirement.
 43. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor 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.
 44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
 45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 46. **HIV/AIDS WORKPLACE GUIDELINES** - It will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
 47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
 48. **POLITICAL POLLING PROHIBITED** - It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
 49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
 - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
 - c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
 - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
 50. **EQUAL EMPLOYMENT OPPORTUNITY** - It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 51. **DAVIS-BACON ACT** - It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** - If subrecipient receives grants in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

- considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.
59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
 60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
 61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
 62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
 63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
 64. **LOBBYING** – The applicant certifies that:
 - a. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Governor's Office.
 - b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
 - c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal,
 - d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.