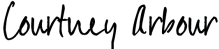



**TEXAS WORKFORCE COMMISSION (TWC)  
GRANT AWARD AGREEMENT**

TWC Award Number	<b>0321ATP001</b>
Grant Program Title	<b>Apprenticeship Training Program</b>
Award Amount	<b>\$29,182.00</b>
<b>Grantee Name</b>	
<b>Wichita Falls Electricians JATC</b>	
<b>Period of Award</b>	
This Grant Award Agreement shall begin <b>September 01, 2020</b> and shall terminate on <b>August 31, 2021</b> , unless amended by mutual written agreement of the parties.	
<b>Signature Authority</b>	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:	
<ul style="list-style-type: none"> <li>• execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and</li> <li>• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement.</li> </ul>	
<b>Agency Approval</b>	<b>Texas Workforce Commission</b>  <hr/> Courtney Arbour Director, Workforce Development Division Date: <u>8/21/2020</u>
<b>Award Acceptance</b>	<b>Wichita Falls Electricians JATC</b>  <hr/> Dallas W. Nunn Recording Secretary Date: <u>8/24/2020</u>

## TABLE OF CONTENTS

<b>General Terms and Conditions</b>	
Section 1	Legal Authority
Section 2	Purpose
Section 3	Grant Performance
Section 4	Administrative Requirements
Section 5	Surety Requirements
Section 6	Rights in Data, Products, or Inventions
Section 7	Prevention of Fraud
Section 8	Preventing Conflict of Interest
Section 9	Grant Provisions
Section 10	Sub-Contractors
Section 11	Records: Retention, Confidentiality, and Access
Section 12	Monitoring, Audits and Evaluations
Section 13	Dispute Resolution
Section 14	Sanctions and Penalties
Section 15	Appeals
Section 16	Changes and Amendments
Section 17	Termination
Section 18	Property
Section 19	Certifications
Attachment A	Statement of Work – Project Requirements
Section 1	Project Abstract
Section 2	Applicable Grant Authorities
Section 3	Allowable Services/Activities
Section 4	Eligibility
Section 5	Award Specific Requirements
Section 6	Activities and Performance Measures

<b>General Terms and Conditions</b>	
Section 7	Reporting Requirements
Attachment A-1	Contact Hour Rate for Continuation Programs (if applicable)
Attachment A-2	Contact Hour Rate for New Programs (if applicable)
Attachment A-3	Apprenticeship Training Program (sample)
Attachment B	Statement of Work – Financial Requirements
Section 1	Expenditure Limitations
Section 2	Obligation and Deobligation of Funds
Section 3	Financial Reporting
Attachment B-1	Budget Summary Form
Attachment C	Certifications
Attachment D	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

## GENERAL TERMS AND CONDITIONS

### SECTION 1 - Legal Authority

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

### SECTION 2 - Purpose

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

### SECTION 3 - Grant Performance

- 3.1 The Grantee understands that this grant award is not assignable. Notwithstanding any attempt to assign the grant, the Grantee shall remain fully liable for this grant award and shall not be released from performing any of the terms, covenants, or conditions herein.
- 3.2 The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work, the Budget Summary and the Certifications. Services under this award shall be provided in compliance with:
  - 3.2.1 all applicable federal and state laws, regulations, and rules;
  - 3.2.2 all Agency policies and procedures or guidance materials incorporated herein by specific reference;
  - 3.2.3 the terms and conditions of this grant award; and
  - 3.2.4 appropriate federal and state licensing or certification requirements.

3.3 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.

3.4 The Grantee shall notify the Agency 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 experience are critical to the achievement of the objectives of this grant award.)

3.5 In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.

3.6 Except with respect to defaults of sub-contractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

#### **SECTION 4 - Administrative Requirements**

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate

the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and the Agency shall endeavor to agree on a mutually acceptable alternative provision.

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

4.3 This grant award between the Grantee and the Agency shall conform to the administrative requirements found in:

4.3.1 the Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Uniform Grant Management Standards (UGMS);

4.3.2 the Agency's Financial Manual for Grants and Contracts (FMGC); and

4.3.3 any directives specified by Agency issuances except as otherwise specifically authorized by the Agency in writing.

4.4 Separate cash accounting shall be maintained for Apprenticeship Training Program grant awards. If state or local laws require that funds be deposited in centralized accounts, separate accounting records with specific identification of the Apprenticeship Training Program cash receipts and disbursements will meet this requirement.

4.5 The Grantee shall use generally accepted accounting principles and shall comply with the applicable cost principles and administrative requirements as recognized or defined in pronouncements issued by the American Institute of Certified Public Accountants or by other entities having similar generally recognized authority.

## **SECTION 5 - Surety Requirements**

5.1 The Grantee understands and agrees that it shall be liable to repay to the Agency any funds not expended in accordance with this grant, or determined to be expended in violation of

the terms of this grant and under OMB's UG including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

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

## **SECTION 6 - Rights in Data, Products or Inventions**

- 6.1 The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product or invention developed under this grant award or purchased with funds from this grant award.
- 6.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data (subject to the Family Educational Rights and Privacy Act, 20 U.S. Code (U.S.C.) § 1232g; 34 C.F.R., Part 99, databases or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.
- 6.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc., prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

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

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

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

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

#### **SECTION 7 - Prevention of Fraud**

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

Texas Workforce Commission  
Office of Investigations  
101 East 15<sup>th</sup> Street, Room 230



Austin, Texas 78778-0001

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

**SECTION 8 - Preventing Conflict of Interest**

- 8.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.
- 8.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive

Apprenticeship GTC

staff and employees, while administering this grant award shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- 8.3 The Grantee assures that no person shall participate in any decision relating to any sub-contract which affects his/her personal pecuniary interest including, but not limited to:
- 8.3.1 employees or sub-contractors of the Grantee; or
  - 8.3.2 persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

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

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

## **SECTION 9 - Grant Provisions**

- 9.1 The Grantee shall comply with the following:
- 9.1.1 Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
  - 9.1.2 Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*, and 2000e-16, as amended;
  - 9.1.3 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
  - 9.1.4 The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as amended;
  - 9.1.5 The Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, as amended;
  - 9.1.6 Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, *et seq.*;

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

**SECTION 10 - Sub-Contractors**

The Grantee assures that the performance rendered by all sub-contractors 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 sub-contractors to comply with all requirements, as covered in this grant award.

## **SECTION 11 - Records: Retention, Confidentiality, and Access**

- 11.1 The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of seven (7) years after final payment and all other pending matters are closed out.
- 11.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the Agency's right of access to client case records or other information relating to clients served under this contract.
- 11.3 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. Such rights of access and examination are granted to the duly authorized representatives of:
- 11.3.1 the United States Department of Agriculture;
  - 11.3.2 the United States Department of Education;
  - 11.3.3 the United States Department of Health and Human Services;
  - 11.3.4 the United States Department of Labor;
  - 11.3.5 the Comptroller General of the United States;
  - 11.3.6 the General Accounting Office;
  - 11.3.7 the Auditor of the State of Texas;
  - 11.3.8 the Agency; and
  - 11.3.9 other state and federal auditing agencies.
- 11.4 Such rights to access shall continue as long as the Grantee retains the records.

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

**SECTION 12 - Monitoring, Audits, and Evaluations**

12.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984, 31 U.S.C., Chapter 75, and OMB's UG, 2 C.F.R. Part 200, applicable at the time costs were incurred.

12.2 The Agency reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

12.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office, 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 State Auditor's Office or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.

12.4 The Grantee shall develop and maintain a sub-contractor monitoring system, acceptable to the Agency, covering any sub-contract it awards from this grant award. Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such sub-contract performance periods and for as long thereafter as an unresolved deficiency may require.

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

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

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

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

### **SECTION 13 - Dispute Resolution**

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

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

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

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

#### **SECTION 14 - Sanctions and Penalties**

14.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB's UG), if the Grantee has been designated as a "high risk" grantee.

Special conditions or restrictions could include:

- 14.1.1 payment on a reimbursement basis;
- 14.1.2 withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- 14.1.3 additional and more detailed financial reporting;
- 14.1.4 additional project monitoring;
- 14.1.5 requiring the Grantee to obtain technical or management assistance;
- 14.1.6 establishing additional prior approvals; or
- 14.1.7 other conditions or restrictions appropriate to the circumstances.

14.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or Agency policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

14.3 The Grantee is an independent contractor and not an employee or agent of the Agency and as such indemnifies the Agency against all disallowed costs or other claims that may be asserted by any third party in connection with any training program or project funded subject to this grant award.

- 14.4 The Grantee shall be liable to repay to the Agency any funds not expended in accordance with this grant award, or determined to be expended in violation of the terms of this grant award and under OMB's UG applicable to educational institutions, including loss arising from a fraudulent or dishonest act of the Grantee's officers, and employees holding positions of fiduciary trust.
- 14.5 All repayment made by the Grantee to the Agency pursuant to Section 14.3 or 14.4 of this GTC shall be from non-federal funds.
- 14.6 The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by the Agency, including allowable interest.

#### **SECTION 15 - Appeals**

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

#### **SECTION 16 - Changes and Amendments**

- 16.1 This grant award, 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.
- 16.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- 16.3 To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a



change in federal or state law, rules, or regulations, by issuing formal directives to establish or clarify such performance requirements.

16.3.1 After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.

16.3.2 Such Agency directives shall not alter the terms of this grant award so as to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

16.4 The Agency may unilaterally amend this grant award for any of the following actions:

16.4.1 Modification of the number of apprentices to be served based on the Apprentice Information Form, or

16.4.2 Modification of the funding based on the standard calculations for contact hour rate as applied to all ATP contractors statewide.

Any other modifications to the grant may only be made by mutual written amendments as provided in Section 16 of this GTC.

16.5 Except as specifically provided by Sections 16.1, 16.2, 16.3, and 16.4 of this GTC, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.7 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

The Agency reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and the Agency's continuing need for the services. The Grantee may submit a written request that the Agency consider a

renewal or extension. Such written request must be received by the Agency no later than thirty (30) days prior to the expiration of this grant award.

#### **SECTION 17 - Termination**

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

#### **SECTION 18 - Property**

- 18.1 The Grantee shall acquire, maintain, and/or dispose of property purchased with funds received under this grant award in accordance with OMB's UG, the UGMS, and/or the Agency's FMGC and directives specified by Agency issuances.
- 18.2 The Grantee shall submit a "Notification of Property Acquisition" form for purchases of production or proprietary equipment, if purchase of such equipment is an allowable cost under this grant prior to reimbursement by the Agency for the cost of such equipment.
- 18.3 The Grantee shall take all reasonable precautions to ensure all property acquired under this grant award is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 18.4 Non-governmental subcontractors having property acquired under this grant award shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost, or stolen property, for as long as the property is kept.

- 18.5 Grantees that are governmental entities, or their subcontractors, having property acquired under this grant award may be required by the Agency to replace any damaged, lost, or stolen property from sources other than federal funds, if no property insurance is in effect.
- 18.6 The Grantee shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this grant award and in the custody of the Grantee or its subcontractors.
- 18.7 The Property Control Officer shall submit an inventory of property purchased under this grant as part of the closeout process.
- 18.8 In the event of Grantee noncompliance with the terms of this grant award or failure to meet required outcomes of this grant award, the Agency reserves the right to transfer title to any equipment items purchased under this grant award from the Grantee to the Agency.
- 18.9 Equipment purchased under this grant award may be used in the funded program or project for as long as needed to complete the training.
- 18.10 When the equipment is no longer needed for either the original training program or project or other training program or project currently supported, disposition instructions shall be requested from the Agency Contract Manager.

#### **SECTION 19 - Certifications**

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

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**Attachment A**

**WICHITA FALLS ELECTRICIANS JOINT**

**APPRENTICESHIP TRAINING PROGRAM**

**STATEMENT OF WORK – PROJECT REQUIREMENTS**

**SECTION 1 – Project Abstract**

The purpose of the Apprenticeship Training Program grant is to supplement the costs of the job-related classroom instruction for eligible Registered Apprenticeship Training Programs (Training Program).

This grant will pay a portion of the cost for Related Instruction meaning organized, off-the-job instruction in theoretical or technical subjects required for the completion of an apprenticeship program for a particular apprenticeable trade, as defined in Texas Education Code § 133.001(4). Registered Apprenticeship is a structured system of job training to prepare individuals for occupations in skilled trades and other occupations.

Registered Apprenticeship combines on-the-job training under the supervision of experienced journey workers with job-related, in-person classroom instruction. The length of training is determined by industry standards for the particular occupation and may vary from one (1) to five (5) years, as approved by the United States Department of Labor - Office of Apprenticeship (DOL OA).

**SECTION 2 – Applicable Grant Authorities**

- 2.1 The Agency funds this grant under the authority of the Texas Education Code, Chapter 133, 40 Texas Administrative Code, Chapter 837, Workforce Innovation and Opportunity Act (WIOA) Statewide Activity Funds, WIOA § 134(a), 29 United States Code (U.S.C.) § 3174(a), 20 C.F.R. Parts 675-687, and 29 C.F.R. Part 37; and the Temporary Assistance

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

for Needy Families provisions in the Social Security Act, 42 U.S.C. §§ 601-619, as amended.

- 2.2 The Grantee assures and certifies that it possesses the legal authority to receive this grant award and the funds authorized by this grant, and to perform the services it obligates itself to perform under this grant.

**SECTION 3 – Allowable Services/Activities**

- 3.1 The Grantee, as the fiscal agent, shall administer the funds to conduct Related Instruction for Training Programs allowable under this grant as specified within Attachment A-1, Contact Hour Rate for Continuation Programs and/or Attachment A-2, Contact Hour Rate for New Programs of this grant.
- 3.2 The Grantee, specifically local education agencies, shall establish a written agreement with local apprenticeship committees of the contracted Training Programs, identified in Attachments A-1 and/or A-2 of this grant award, to provide Related Instruction on an annual basis.

**SECTION 4 – Eligibility**

- 4.1 The Grantee, and each Training Program and apprentice shall meet the eligibility requirements under this grant as established within the Texas Education Code, Chapter 133, and 40 TAC, Chapter 837.
- 4.2 Each apprentice, who receives Related Instruction funded by WIOA, shall meet WIOA basic eligibility requirements under this grant as established under WIOA, Statewide Activity Funds, and detailed in the [Administrator's Guide](http://www.twc.state.tx.us/partners/apprenticeship-training-program-administrators-local-education-agencies) (<http://www.twc.state.tx.us/partners/apprenticeship-training-program-administrators-local-education-agencies>).

WIOA basic eligibility requirements for apprentices include:

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 4.2.1 citizenship or eligible to work in the United States;
  - 4.2.2 age (18 years of age or older); and
  - 4.2.3 selective service registration, if applicable.
- 4.3 The Grantee shall determine eligibility for each apprentice prior to receiving Related Instruction funded through this grant award. The Grantee shall ensure each Training Program documents and maintains confidential eligibility documentation files for each apprentice receiving training funded through this grant award. Maintenance of these eligibility files shall conform to the Agency’s policy for “Handling and Protection of Personally Identifiable Information and Other Sensitive Information” requirements in Workforce Development (WD) Letter 02-18, including any subsequent issuances.
- Failure to determine eligibility, document eligibility, or maintain the required files for all enrolled apprentices may result in disallowed costs and subsequent repayment of grant award funds, in accordance with Section 1 of Attachment B of this grant award.

**SECTION 5 – Award Specific Requirements**

- 5.1 The Grantee is responsible for all reporting under this grant award.
- 5.2 The Grantee agrees that if apprentices trained and/or expenditures are not in keeping with Attachment A-1, Contact Hour Rate for Continuation Programs and/or Attachment A-2, Contact Hour Rate for New Programs of this grant award, including benchmarks as required in Section 6 of this Attachment A, the Agency may impose one (1) or more of the following remedies:
  - 5.2.1 a site visit by Agency staff to review the project or provide technical assistance;
  - 5.2.2 a Corrective Action Plan as stated in 40 TAC § 802.121;
  - 5.2.3 a hold placed on payments; and/or
  - 5.2.4 deobligation of funds.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 5.3 The Grantee shall be responsible for the delivery of the services specified in either Attachments A-1, and/or A-2 of this grant including the Activities and Performance Measures established in Section 6 of this Attachment A, and any terms and conditions required by this grant.
- 5.4 The Grantee shall commence Related Instruction as described in Attachment A-1 and/or Attachment A-2 of this grant within thirty (30) days of the grant begin date. Failure to commence Related Instruction within this period may result in withdrawal of this grant by the Agency.
- 5.5 Beginning training prior to the start date of this grant may result in disallowed costs and may require repayment of a portion of the funds to the Agency.
- 5.6 The Grantee shall verify that each Training Program, and their Related Instruction meet the following eligibility requirements:
- 5.6.1 Training Programs that received Texas Education Code, Chapter 133 funding for fiscal year 2020 (continuing programs) must certify that a class visit occurred during one of the first four (4) classroom meetings;
- 5.6.2 Training Programs that did not receive Texas Education Code, Chapter 133 funding for fiscal year 2020 (new programs) must certify that a class visit occurred during the 3<sup>rd</sup> or 2<sup>nd</sup> and 4<sup>th</sup> classroom meetings; and
- 5.6.3 each apprentice in the program described in Section 5.6.2 must be physically present either on the 3<sup>rd</sup> class meeting or on both the 2<sup>nd</sup> and 4<sup>th</sup> class meetings, as indicated in the instructor's official attendance records to be eligible for funding.
- 5.7 The Grantee shall ensure the following apprenticeship activities occurred and are documented during an on-site visit:
- 5.7.1 verify that the Training Program has currently approved DOL OA program standards;

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 5.7.2 verify that the Training Program is under the direction of a functioning Apprenticeship Committee as described in Texas Education Code, Chapter 133, and 40 TAC, Chapter 837;
  - 5.7.3 view such items as Apprenticeship Committee meeting minutes and the interview/selection process for entry of an apprentice into employment and training;
  - 5.7.4 verify that each apprentice participating in the Training Program has a written apprenticeship agreement with the Apprenticeship Committee stating the standards and conditions of the apprentice's employment and training as described in Texas Education Code, Chapter 133;
  - 5.7.5 conduct a head count of every apprentice;
  - 5.7.6 view photo documentation and verify the name of the apprentice;
  - 5.7.7 verify the apprentice is registered by DOL OA
  - 5.7.8 review apprentice file documentation to validate apprentice eligibility;
  - 5.7.9 review the schedule of classes for names of instructors, training locations, and days and times of each classroom session; and
  - 5.7.10 verify apprentice attendance via the instructor's class attendance rosters.
- 5.8 The Grantee shall ensure that each apprentice:
- 5.8.1 has met WIOA basic eligibility requirements;
  - 5.8.2 has verifiable attendance during a class visit and/or the instructor's class attendance documentation as described in Section 5.6 of this Attachment A;
  - 5.8.3 is entered on the Apprentice Information Form, Attachment A-3, to be included for final Chapter 133 funding distribution; and
  - 5.8.4 is reported to the Agency no later than:
    - 5.8.4.1 the 16th day of October for *new programs*; and/or
    - 5.8.4.2 the 13th day of November for *continuing programs*.



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 5.9 The Grantee shall ensure that apprentices meet state and federal work requirements.
- 5.10 When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing project or programs funded in whole or in part with Federal money, all recipients of federal funds shall clearly state:
- 5.10.1 the percentage of the total cost of the program or project which will be financed with Federal money;
- 5.10.2 the dollar amount of Federal funds for the project or program; and
- 5.10.3 the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 5.11 Comply with 2 C.F.R. § 2900.13, which requires licensing to the public all work created with DOL funds under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with DOL funds and modifications made to pre-existing, recipient-owned content using DOL funds.

**SECTION 6 – Activities and Performance Measures**

The Grantee shall:

<b>Deliverables Description</b>	<b>Deliverable Target</b>	<b>Deliverable Due</b>
6.1 Submit to the Agency a signed Assurance Form provided with FY21 Planning Estimates	1 form	No later than September 1, 2020
6.2 Provide to the Agency notification of FY21 Application submittal to Local Workforce Development Board where training is occurring	1 notice per workforce area	No later than September 1, 2020
6.3 Submit to the Agency a copy of class schedule as described in Section 5.7 of this Attachment A	1 schedule per Apprenticeship Committee	September 18, 2020

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

<b>Deliverables Description</b>	<b>Deliverable Target</b>	<b>Deliverable Due</b>
6.4 Provide to the Agency a copy of written agreement with Apprenticeship Committee as described in Section 3.2 of this Attachment A (if applicable)	1 agreement per Apprenticeship Committee	60 days after the grant begin date
6.5 Identify apprentices being trained for <i>new programs</i> with contracted Training Program as set forth in Attachment A-2 of this grant award and Section 5.2 of this Attachment A	N/A	30 days after the grant begin date
6.6 Identify apprentices being trained for <i>continuing programs</i> with contracted Training Program as set forth in Attachment A-1 of this grant award and Section 5.2 of this Attachment A	60	30 days after the grant begin date
6.7 Provide to the Agency the Apprentice Information Form as described in Section 7 of this Attachment A (as applicable)	2 reports	See Section 7.2 of this Attachment A
6.8 Submit to the Agency a copy of instructor's attendance roster for apprentices entered on the Apprentice Information Form	1 roster for each of the first four (4) class meetings	No later than December 1, 2020
6.9 Provide to the Agency the completion status of each apprentice as described in Section 7.6 of this Attachment A	1 report	60 days after the grant end date

### **SECTION 7 – Reporting Requirements**

- 7.1 The Agency will provide the electronic form for the Apprentice Information Form to the Grantee under separate Agency correspondence. The Grantee shall conform to the reporting instructions and shall submit the completed Apprentice Information Form electronically to the designated email address, as required in Section 6.3 and 6.4. (See Attachment A-3 of this grant award for a sample of the Apprentice Information Form.)

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 7.2 The Grantee shall submit an electronic version for the Apprentice Information Form to the Agency in accordance with the following time frames:
- 7.2.1 the 16th day of October for new programs; and/or
  - 7.2.2 the 13th day of November for continuing programs.
- 7.3 The Apprentice Information Form shall report the following:
- 7.3.1 Actual apprentices trained including, but not limited to:
    - 7.3.1.1 Characteristics (i.e., Social Security Number, DOL Registration Number)
    - 7.3.1.2 Contact hours received; and
    - 7.3.1.3 WIOA demographics; and
  - 7.3.2 Training Program details.
- 7.4 The Grantee shall conform to the instructions set forth in Workforce Development (WD) Letter 02-18, issued March 23, 2018, and entitled "Handling and Protection of Personally Identifiable Information and Other Sensitive Information," and any subsequent revisions to ensure the security and confidentiality of project apprentices' personal identity data.
- 7.5 The Grantee shall provide any additional reports, data, and information on the operation and performance of the grant deemed necessary by the Agency.
- 7.6 The Grantee shall provide to the Agency the Completion Status of each apprentice reported on the Apprentice Information Form, no later than sixty (60) days following the grant end date. The Completion Status shall designate:
- 7.6.1 a completion reason; and
  - 7.6.2 a date for last class attended.
- 7.7 Financial reporting shall be submitted in accordance with the instructions in Section 3 of Attachment B of this grant.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

7.8 The designated Agency Grant Manager is listed below:

Tara Cole, CTCD, CTCM

Texas Workforce Commission

101 E. 15<sup>th</sup> Street, Room 440-T

Austin, Texas 78778-0001

Phone: 512-463-7950

Email: [apprenticeshipatp@twc.texas.gov](mailto:apprenticeshipatp@twc.texas.gov)

The Agency shall notify the Grantee by e-mail if the designated Agency Grant Manager changes during the grant period and such change shall not require an amendment to this grant.

TEXAS WORKFORCE COMMISSION  
 PROGRAM GRANT/COOPERATIVE AGREEMENT  
 GRANT AWARD TERMS AND CONDITIONS

Attachment A-1

**WICHITA FALLS ELECTRICIANS JOINT  
 APPRENTICESHIP TRAINING PROGRAM  
 CONTACT HOUR RATE FOR CONTINUATION PROGRAMS**

Row Number	Name of Program	DOL Program Registration Number	Occupation	Est. or Actual	Approved Class Hours	Number of Apprentices	Contact Hours	
1	Wichita Falls Joint Electrical	TX01348001	Electrician	Estimated	180	60	10,800	
2							0	
3							0	
4							0	
5							0	
6							0	
7							0	
8							0	
9							0	
10							0	
		<b>Total Number of Apprentices</b>				<b>Total Contact Hours</b>	<b>Contact Hour Rate</b>	<b>Total Budget</b>
		60				10,800	\$ 3.86	\$ 41,688

<b>70% of Total Budget</b>	<b>\$ 29,182</b>
----------------------------	------------------



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**Attachment B**

**WICHITA FALLS ELECTRICIANS JOINT  
APPRENTICESHIP TRAINING PROGRAM  
STATEMENT OF WORK – FINANCIAL REQUIREMENTS**

**SECTION 1 - Expenditure Limitations**

- 1.1. The Agency is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the Statements of Work and any attachments subject to the following provisions:
  - 1.1.1 The limitations established within the project budget document (Attachment B-1, Budget Summary Form of this grant award).
  - 1.1.2 The Agency receives a verified statement, of current and/or projected expenditures incurred under this grant, prepared according to the instructions specified in the Agency's FMGC and additional Agency issuances.
  - 1.1.3 The Agency shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
  - 1.1.4 The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of the Agency.
  - 1.1.5 The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within sixty (60) days following termination or expiration of this grant.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

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 sectarian worship, instruction, or proselytization.

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

1.3. The Grantee, with regard to the Attachment B-1 of this grant, understands, agrees, and assures that:

1.3.1 The budget is subject to monitoring.

1.3.2 The direct training costs contained in the budget have been determined to be reasonable and necessary for the implementation of the project.

1.3.3 Purchase costs of any equipment, as defined in Section 18 of the GTC of this grant, included under Administration and/or Program Services have been appropriately identified in Equipment Purchases Cost Detail.

1.3.4 Direct Program – Education and Training cost detail includes only instructional wages, tuition, fees, books, training materials, and consumable supplies for the project.

1.3.5 Tuition and fee costs charged by the Training Program are based on the entities' respective standard tuition and fee rates approved by their Apprenticeship Committee.

1.3.6 There are no costs for instructor travel, including per diem, included in the budget.

1.3.7 There are no costs for trainee wages, travel, or drug tests included in the budget.

1.3.8 Notwithstanding any other provisions of this grant, any equipment purchased with grant funds will be utilized by the Training Program for



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

training projects after the training project identified in this grant is completed. When equipment purchased with grant funds is no longer needed, it is subject to property disposition requirements in Section 18 of the GTC of this grant.

- 1.4. Notwithstanding any other provisions of this grant, the parties hereto understand and agree that the Agency's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.
- 1.5. No funds received under WIOA will be used to assist, promote, or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 3241(b)(7).
- 1.6. No WIOA funds shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business, if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States in accordance with WIOA § 181(d)(1), 29 U.S.C. § 3241(d)(1).
- 1.7. NO WIOA funds shall be used for customized or skill training, on-the-job training, incumbent worker training, transitional employment or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is one hundred twenty (120) days after the date upon which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for at employee or such business at the original location and such original location is within the United States in accordance with WIOA § 181(d)(2), 29 U.S.C. § 3241(d)(2).

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 1.8. None of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with 41 U.S.C. § 8301 through § 8303, the Buy American Act, as referenced in WIOA § 502, 29 U.S.C. § 3342.
- 1.9. None of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations, in accordance with Public Law 114-113, Division H, title V, Section 522.
- 1.10. None of the Federal funds made available by this Grant Award may be provided in identified flood-prone communities, as stated in the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the Federal Emergency Management Agency (FEMA).
- 1.11. Grant Award funds shall be used in compliance with the requirements found in the Architectural Barriers Act of 1968, 42 U.S.C. § 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 1.12. Pursuant to 15 U.S.C. § 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with Federal funds must comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Public Law 101-391, as amended). Boards may conduct a search of the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
- 1.13. Grant Award funds shall be used in compliance with the Federal requirements against Prohibition on Trafficking persons found in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)). The following language must be included in all awards or subawards:
- "I. Trafficking in persons.
    - a. *Provisions applicable to a recipient that is a private entity.*
      - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
        - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        - ii. Procure a commercial sex act during the period of time that the award is in effect; or
        - iii. Use forced labor in the performance of the award or subawards under the award.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

*b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Department of Labor at 2 C.F.R. Part 2998.

*c. Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions.* For purposes of this award term:

1. "Employee" means either:

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

- ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

- B. A for-profit organization.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. § 7102)."

1.14. None of the Federal funds made available by this Grant Award shall be used on contracting with corporations with felony convictions. The Grantee is prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

1.15. The Grantee may not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

1.16. No Federal funds made available under this Grant Award may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under § 835(b) of the Homeland Security Act

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

of 2002 (6 U.S.C. § 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

- 1.17. No Federal funds made available under this Grant Award shall be used in violations of the privacy act. These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.
- 1.18. No Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <https://www.dol.gov/ilab/reports/child-labor/list-of-products/>.
- 1.19. Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source.
- 1.20. No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under § 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

- 1.21. No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- 1.22. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- 1.23. Pursuant to WIOA § 181(e), no funds received shall be used for foreign travel.
- 1.24. The Grantee understands and agrees that it shall repay to the Agency any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
  - 1.24.1. The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's subcontractor made the improper expenditure.
  - 1.24.2. All repayments made by the Grantee must be from non-federal funds.
  - 1.24.3. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional cost, including allowable interest.
- 1.25. Responsibility for disallowed costs and other liabilities under this grant are as follows:

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 1.25.1. First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.
  - 1.25.2. Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
  - 1.25.3. Third Priority: The Grantee shall use available stand-in cost to resolve the disallowed cost or other liability to Agency.
- 1.26. Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) system by the designated Agency Contract Manager.
- 1.27. Indirect costs charged to this grant, if any, are limited to those resulting from proper use of the Grantee's indirect cost rate that was negotiated and approved in accordance with Office of Management and Budget (OMB) Uniform Guidance (2 C.F.R. Part 200), subject to the administrative cost and statutory limitations in this grant.
- 1.28. Pursuant to Texas Education Code § 133.005(b), no charges for the depreciation of facilities or the retirement of indebtedness shall be allocated to this grant.
- 1.29. Administrative costs, inclusive of allowable indirect costs, shall not exceed fifteen percent (15%) of total final grant expenditures funded under this grant.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 1.30. The Agency limits the Grantees expenditures to seventy percent (70%) of the total planning estimate until final distributions are determined in accordance with 40 TAC, Chapter 837.
- 1.31. If the Grantee seeks to purchase an item(s) of equipment, nonexpendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, the Grantee must request and receive prior approval from the Agency as set forth in the FMGC.
- 1.32. Pursuant to Texas Education Code § 133.005(c), funds provided by this grant shall not be comingled with funds appropriated or awarded for other purposes (i.e., funds shall not be blended with other funds in such a way as to lose their identity).

**SECTION 2 - Obligation and Deobligation of Funds**

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

- 2.1 The Agency shall not be liable to the Grantee for any excess or erroneous funding obligations, and retains the right to unilaterally deobligate such funds.
- 2.2 The Agency may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of the Agency.
- 2.3 The Agency may deobligate funds if performance and/or expenditures are not meeting performance and/or expenditure projections.
- 2.4 The Agency shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

- 2.5 The Agency may deobligate awarded grant funds after notification to the Grantee and upon determination by the Agency that funds will not be spent in accordance with the terms of this grant award.

**SECTION 3 - Financial Reporting**

- 3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20<sup>th</sup> day of each month through the Agency's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; WD Letter 04-15, Change 2, including subsequent issuances; and additional Agency issuances.
- 3.2 If the Grantee does not meet established reporting deadlines, according to the instructions specified in WD Letter 04-15, Change 2, and subsequent Agency issuances, late notifications will be issued and access to funds may be disabled as specified in those issuances.
- 3.3 The Grantee shall electronically submit the Contract Closeout Settlement Package through the closeout module of the on-line CDER system no later than 11:59 p.m. Central Time on the 60<sup>th</sup> day from the grant end date. The Grantee shall submit the contract closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; WD Letter 44-05 Change 2; WD Letter 04-15, Change 2 including subsequent issuances; and additional Agency issuances.

TEXAS WORKFORCE COMMISSION  
 PROGRAM GRANT/COOPERATIVE AGREEMENT  
 GRANT AWARD TERMS AND CONDITIONS

Attachment B-1

**WICHITA FALLS ELECTRICIANS JOINT**

**APPRENTICESHIP TRAINING PROGRAM**

**BUDGET SUMMARY FORM**

<b>Cost Categories</b>	<b>Administrative Costs</b> (Cannot exceed 15% of Total Final Funds Expended)	<b>Program Costs</b>	<b>Total Funds</b> (Administrative and Program Costs)
Personnel Salary/Wage			\$0.00
Fringe Benefits			\$0.00
Travel			\$0.00
Equipment			\$0.00
Supplies			\$0.00
Contractual		\$29,182.00	\$29,182.00
Other			\$0.00
Administrative Costs			\$0.00
<b>Total Funds</b>	<b>\$0.00</b>	<b>\$29,182.00</b>	<b>\$29,182.00</b>

***For Agency Use Only***

Direct cost category budget{s} associated with the above costs:

100 Administration (Direct Recipient Only)	\$0.00
709 Subrecipient Operating Costs (Non-One-Stop Operator)	
611 Direct Program – Education and Training	\$29,182.00
612 Direct Program – Core/Intensive Services	
651 Support Services – Transportation	
675 Support Services – Work-Related Incentives	
819 Support Services – Other	

Identify the relevant direct cost categories as referenced in applicable WD Letters and subsequent issuances and the associated budget for each applicable direct cost category. Insert additional rows, as needed, if a cost category other than those listed above applies.

**End of Worksheet**

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**Attachment C**

**WICHITA FALLS ELECTRICIANS JOINT  
APPRENTICESHIP TRAINING PROGRAM**

**SECTION 1 - Lobbying**

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

- 1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of 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.
- 1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 Grantee shall complete and submit Standard Form -

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 1.3 The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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 \$10,000 and not more than \$100,000 for each such failure.

**SECTION 2 - Debarment, Suspension, and Other Responsibility Matters**

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

- 2.1 Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

- 2.2 Have, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; 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 commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- 2.3 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 Subsection 2.2 of this Certification; and
- 2.4 Have had, within a three-year period preceding this grant award, one or more public transactions (Federal, State, or local) terminated for cause or default.

**SECTION 3 - Drug-Free Workplace**

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub.L. 100-690, §§ 5151-5160 (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 the Department of Health and Human Services (2 C.F.R. Part 382).



TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

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

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**SECTION 4 - Texas Corporate Franchise Taxes**

Pursuant to Texas Tax Code, Chapter 171, Subchapter F, for-profit corporations that are delinquent in making state franchise tax payments shall forfeit their corporate privileges and the right to transact business in this state. The Grantee certifies that if the Grantee's business entity is a for-profit corporation it is not delinquent in its franchise tax payments to the State of Texas.

**SECTION 5 - Levies, Liens, and Unresolved Audit Exceptions**

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

**SECTION 6 - State Assessment Certification**

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

- 6.1 The Grantee 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.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

6.2 The Grantee has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

**SECTION 7 – Prohibited Bids and Contracts**

7.1 Pursuant to Texas Government Code § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Texas Government Code § 2155.004, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

7.2 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 bid or award, has been either, convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action, in connection with a 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 Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**SECTION 8- Unfair Business Practices**

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

**SECTION 9 - Texas Family Code**

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

**SECTION 10 - Restrictions on the Use of Certain Public Subsidies**

Pursuant to Texas Government Code § 2264.051, the Grantee 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 Grantee further certifies that it shall

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Grantee will enter into a written agreement with its subrecipient sub-contractors, working on or having an interest in the programs provided by this grant award, regarding the unlawful employment of undocumented workers and advising the subrecipient sub-contractors of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324(a)(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 Grantee is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Grantee can establish its own repayment interest rate when establishing an interest rate with any of its subrecipient subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by the Agency.

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

- 10.1 that making a false statement is a material breach of contract and grounds for contract cancellation; and
- 10.2 that after receiving a public subsidy, if the Grantee or its subrecipient subcontractor is convicted of a violation under 8 U.S.C. § 1324a(f),

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

relating to the unlawful employment of undocumented workers, the Grantee shall repay to the Agency the amount of the public subsidy with interest, at the rate of fifteen percent (15%).

**SECTION 11 – Certification Concerning Dealings with Public Servants**

The Grantee 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 this grant.

**SECTION 12 – Conflicts of Interest**

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

**SECTION 13 – Compliance with Antitrust Laws**

Pursuant to Texas Government Code § 2155.005, the Grantee certifies that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, 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 Proposal to any competitor or any other person engaged in such line of business during the procurement process.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**SECTION 14 – Compliance with Texas Government Code § 669.003**

The Grantee certifies that it is in compliance with § 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

All disclosures relevant to compliance with § 669.003 of the Texas Government Code will be subject to administrative review and approval prior to the Agency entering into any contract with Grantee. The Grantee acknowledges that the grant may be terminated at any time, and payments withheld, if this information is false.

**SECTION 15 – Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069**

The Grantee 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 Grantee 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.

**SECTION 16- Prohibition on use of Appropriated Funds for Lobbying or Political Activities**

The Grantee represents and warrants that the Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055 or 556.008 of the Texas Government Code.

TEXAS WORKFORCE COMMISSION  
PROGRAM GRANT/COOPERATIVE AGREEMENT  
GRANT AWARD TERMS AND CONDITIONS

**SECTION 17 - Certification**

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

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

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



**WICHITA FALLS ELECTRICIANS JOINT  
APPRENTICESHIP TRAINING PROGRAM**

**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:** Courtney Arbour, Workforce Division Director  
**Address:** 1117 Trinity St  
 Austin, Texas 78701  
**Phone Number:** (512) 463-8326  
**Awarding FAIN:** AA-34797-20-55-A-48  
**Federal Award Date:** 10/1/2020  
**Total Award Amount:** \$48,897,011.00  
**Description:** FY 21 WIOA Dislocated Worker - Advance  
**Agency:** Department of Labor  
**CFDA Description:** 17.278 - The purpose of the WIOA Dislocated Worker program is to help dislocated workers become reemployed through job search assistance and/or training that builds their occupational skills to meet labor market needs. This program's success is measured by participants' entry into unsubsidized employment, retention in unsubsidized employment, and average earnings.

**Awarding FAIN:** AA-33258-19-55-A-48  
**Federal Award Date:** 10/1/2019  
**Total Award Amount:** \$50,590,263.00  
**Description:** FY 20 WIOA Dislocated Worker - Advance  
**Agency:** Department of Labor  
**CFDA Description:** 17.278 - The purpose of the WIOA Dislocated Worker program is to help dislocated workers become reemployed through job search assistance and/or training that builds their occupational skills to meet labor market needs. This program's success is measured by participants' entry into unsubsidized employment, retention in unsubsidized employment, and average earnings.

**Awarding FAIN:** 2101XTANF  
**Federal Award Date:** 10/1/2020  
**Total Award Amount:** N/A  
**Description:** Temporary Assistance for Needy Families (TANF)  
**Agency:** Department of Health and Human Services - Administration for Children and Families  
**CFDA Description:** 93.558 - To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating 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 pregnancies; and to encourage the formation and maintenance of two-parent families

Local Board Area:	CFDA:	17.278	00.000	93.558	Total Award	Indirect Rate
		WIOA	General Revenue	TANF		
North Texas		\$ 8,908	\$ 20,274	\$ -	\$ 29,182	N/A
<b>Research and Development Award: N</b>	<b>Total by CFDA</b>	<b>\$ 8,908</b>	<b>\$ 20,274</b>	<b>\$ -</b>	<b>\$ 29,182</b>	

## Certificate Of Completion

Envelope Id: 7ED8B6C54AF245338C13EF29D631C840	Status: Completed
Subject: Please DocuSign: 0321ATP001 Wichita Falls Electricians JATC.pdf	
docSeqId:	
docType:	
Source Envelope:	
Document Pages: 57	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	TWC GrantSignature
Time Zone: (UTC-06:00) Central Time (US & Canada)	101 E. 15th Street, Room 0154-B
	Austin, TX 78778
	twc.GrantSignature@twc.state.tx.us
	IP Address: 172.20.39.141

## Record Tracking

Status: Original 8/21/2020 10:14:53 AM	Holder: TWC GrantSignature twc.GrantSignature@twc.state.tx.us	Location: DocuSign
---	--	--------------------

## Signer Events

Courtney Arbour  
courtney.arbour@twc.state.tx.us  
Division Director  
Texas Workforce Commission  
Security Level: Email, Account Authentication (None)

## Signature

*Courtney Arbour*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 70.112.9.185

## Timestamp

Sent: 8/21/2020 10:20:48 AM  
Resent: 8/21/2020 3:55:13 PM  
Resent: 8/21/2020 4:07:22 PM  
Viewed: 8/21/2020 4:09:23 PM  
Signed: 8/21/2020 4:09:30 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2018 7:01:43 AM  
ID: 0d614b57-62c3-4924-8fa5-5dae52d574d7

Bailey Wylie  
bwylie@ibew681.org  
Security Level: Email, Account Authentication (None)

**Completed**

Using IP Address: 24.160.17.40

Sent: 8/21/2020 4:09:34 PM  
Resent: 8/24/2020 8:02:03 AM  
Viewed: 8/24/2020 9:48:15 AM  
Signed: 8/24/2020 9:49:33 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/24/2020 9:48:15 AM  
ID: 9bba9d27-af81-4d1a-b577-9aac22592b12

Dallas W. Nunn  
dnunn@ibew681.org  
Security Level: Email, Account Authentication (None)

*Dallas W. Nunn*

Signature Adoption: Pre-selected Style  
Using IP Address: 24.160.17.40

Sent: 8/24/2020 9:49:38 AM  
Viewed: 8/24/2020 10:05:09 AM  
Signed: 8/24/2020 10:12:52 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/24/2020 10:05:09 AM  
ID: 2fb8e657-edb4-4304-a913-48478e032ac0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	8/24/2020 9:49:38 AM
Certified Delivered	Security Checked	8/24/2020 10:05:09 AM
Signing Complete	Security Checked	8/24/2020 10:12:52 AM
Completed	Security Checked	8/24/2020 10:12:52 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Carahsoft obo Texas Workforce Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.hall@twc.state.tx.us

**To advise Carahsoft obo Texas Workforce Commission of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.hall@twc.state.tx.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft obo Texas Workforce Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft obo Texas Workforce Commission**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo Texas Workforce Commission as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo Texas Workforce Commission during the course of my relationship with you.