**Local Area 10 OhioMeansJobs Center Operator**

ATTACHMENT 5

Assurances

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (APPLICANT), BOARD, and AGENT hereby affirm current and continued compliance with each condition listed below;

1. **Federal Debarment Requirements** — Applicant certifies that neither applicant nor any of its principals, BOARD, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. APPLICANT also affirms that within 3 years preceding this agreement neither APPLICANT nor any of its principals, BOARD, AGENT, or subrecipients or subcontractors:
   1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
   2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
2. **Mandatory Disclosures** — Pursuant to 2 CFR 200.113, APPLICANT, BOARD, and AGENT must disclose in writing to AREA 10 WORKFORCE DEVELOPMENT BOARD in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
3. **Qualifications to Conduct Business** — APPLICANT, BOARD, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period APPLICANT, BOARD, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, APPLICANT will immediately notify AREA 10 WORKFORCE DEVELOPMENT BOARD in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
4. Unfair Labor Practices —APPLICANT, BOARD, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify APPLICANT, BOARD, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
5. **Finding for Recovery** -APPLICANT affirms that APPLICANT, its principals, BOARD, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
6. If at any time APPLICANT, BOARD, or AGENT are not in compliance with the conditions affirmed in this Section B, AREA 10 WORKFORCE DEVELOPMENT BOARD may immediately suspend or terminate this Agreement and will deliver written notice to APPLICANT, BOARD, and AGENT. APPLICANT, BOARD, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with the Sections B will be immediately repaid or the State of Ohio may commence an action for recovery against the APPLICANT.



* 1. **Americans with Disabilities** — APPLICANT BOARD, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

## Fair Labor Standards and Employment Practices.

* + 1. APPLICANT, BOARD, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    2. Pursuant to WIOA Section 188, in carrying out this Agreement, APPLICANT, BOARD, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
    3. APPLICANT, BOARD, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    4. APPLICANT, BOARD, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of \MOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  1. Ethics Laws — APPLICANT, BOARD, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. APPLICANT, BOARD, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  2. Conflict of Interest — In addition to the \MOA restrictions listed in Article IV, APPLICANT, BOARD, and AGENT must comply with the following, as applicable:
     1. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, BOARD staff, OhioMeansJobs center operator, a direct provider of career or training services, APPLICANT and BOARD, per 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.430), must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below.
     2. APPLICANT, BOARD, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of $1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
     3. APPLICANT, BOARD, and AGENT agree to refrain from promising or giving to any AREA 10 WORKFORCE DEVELOPMENT BOARD employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. APPLICANT, BOARD, and AGENT further agree not to solicit an AREA 10 WORKFORCE DEVELOPMENT BOARD employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that APPLICANT, BOARD, AGENT, their officers, members, and employees are compliant with ORC

102.04 and have filed a statement with the AREA 10 WORKFORCE DEVELOPMENT BOARD Chief Legal Counsel if required under ORC 102.04(D)(2).

* + 1. APPLICANT, BOARD, and AGENT agree that APPLICANT, BOARD, AGENT, their

officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of APPLICANT's, BOARD's or AGENT's functions and responsibilities under this Agreement. If APPLICANT, BOARD, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, APPLICANT, BOARD, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. APPLICANT, BOARD, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until AREA 10 WORKFORCE DEVELOPMENT BOARD determines that participation would not be contrary to public interest.

* + 1. APPLICANT, BOARD, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
  1. Lobbying Restrictions.
     1. WIOA Section 195 prescribes the following prohibitions on lobbying:
        1. Publicity Restrictions- No funds provided under WIOA shall be used for:
           1. Publicity or propaganda purposes; or
           2. The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

The enactment of legislation before Congress or any State or local legislature or legislative body; or

Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

* + - 1. Exception - Subparagraph (1) shall not apply to:
         1. Normal and recognized executive-legislative relationships;
         2. The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
         3. Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
      2. Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
      3. Exception - Subparagraph (3) shall not apply to:
         1. Normal and recognized executive-legislative relationships; or
         2. Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
    1. APPLICANT, BOARD, and AGENT each affirms that no federal funds paid to APPLICANT, BOARD, or AGENT by AREA 10 WORKFORCE DEVELOPMENT

BOARD through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. APPLICANT, BOARD, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.

* + 1. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 ($100,000.00), APPLICANT, BOARD, and AGENT each affirms that it has executed and filed Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
    2. APPLICANT, BOARD, and AGENT each agree to include the language of this certification 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 will certify and disclose accordingly.
    3. APPLICANT, BOARD, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

1. **Child Support Enforcement** — APPLICANT, BOARD, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that APPLICANT, BOARD, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
2. **Pro-Children Act** — If any activities funded hereunder call for services to minors, APPLICANT, BOARD, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
3. Drug-Free Workplace — APPLICANT, BOARD, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff} associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. APPLICANT, BOARD, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
4. **Work Programs** — APPLICANT, BOARD and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
5. Jobs for Veterans Act (38 USC 4215), as implemented by 20 CFR 1010 — To the extent possible, APPLICANT, BOARD, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
6. **Buy American Requirements** (41 USC 10a) — To the greatest extent practicable, per WIOA Section 502, APPLICANT, BOARD, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
7. Salary and Bonus Limitations — Per WIOA Section 194(15), APPLICANT, BOARD, and AGENT each agrees to comply with all salary and bonus limitations.
8. **Environmental Protections** — APPLICANT, BOARD, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. APPLICANT, BOARD and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.

1. APPLICANT, BOARD, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
2. If applicable, APPLICANT, BOARD, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
3. Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if APPLICANT, BOARD, AGENT, or any subcontractor or Applicant paid with funds provided hereunder:
   1. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subagreements are in effect, or
   2. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
4. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States,* APPLICANT, BOARD, and AGENT are encouraged to

adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

1. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients,* APPLICANT, BOARD, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government- Iease‹:J, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
2. **Rights to Inventions** — If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and APPLICANT, BOARD or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreemenl,” the APPLICANT, BOARD or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
3. **Civil Rights Assurance** — The APPLICANT, BOARD and AGENT hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
4. Certification of Compliance — APPLICANT, BOARD and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its Applicants or subcontractors.

Applicant certifies that the organization is in compliance with all the above.

Applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:  *\_\_\_\_\_\_\_\_\_\_\_\_\_*

Signature: Date:

# Assurances

APPLICANT, BOARD, and AGENT hereby affirm current and continued compliance with each condition listed below;

1. Federal **Debarment Requirements** — Applicant certifies that neither applicant nor any of its principals, BOARD, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. APPLICANT also affirms that within 3 years preceding this agreement neither APPLICANT nor any of its principals, BOARD, AGENT, or subrecipients or subcontractors:
   1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
   2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
2. **Mandatory Disclosures** — Pursuant to 2 CFR 200.113, APPLICANT, BOARD, and AGENT must disclose in writing to AREA 10 WORKFORCE DEVELOPMENT BOARD in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
3. Qualifications to Conduct Business — APPLICANT, BOARD, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period APPLICANT, BOARD, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, APPLICANT will immediately notify AREA 10 WORKFORCE DEVELOPMENT BOARD in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
4. Unfair Labor Practices — APPLICANT, BOARD, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recenl list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify APPLICANT, BOARD, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
5. **Finding for Recovery** — APPLICANT affirms that APPLICANT, its principals, BOARD, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
6. If at any time APPLICANT, BOARD, or AGENT are not in compliance with the conditions affirmed in this Section B, AREA 10 WORKFORCE DEVELOPMENT BOARD may immediately suspend or terminate this Agreement and will deliver written notice to APPLICANT, BOARD, and AGENT. APPLICANT, BOARD, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for

work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against APPLICANT.

* 1. **Americans with Disabilities** — APPLICANT BOARD, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. Fair Labor Standards and Employment Practices.
     1. APPLICANT, BOARD, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
     2. Pursuant to WIOA Section 188, in carrying out this Agreement, APPLICANT, BOARD, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
     3. APPLICANT, BOARD, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
     4. APPLICANT, BOARD, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of \MOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
  3. Ethics Laws — APPLICANT, BOARD, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. APPLICANT, BOARD, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. Conflict of Interest — In addition to the WIOA restrictions listed in Article IV, APPLICANT, BOARD, and AGENT must comply with the following, as applicable:
     1. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, BOARD staff, OhioMeansJobs center operator, a direct provider of career or training services, APPLICANT and BOARD, per 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.430), must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below.
     2. APPLICANT, BOARD, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of $1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
     3. APPLICANT, BOARD, and AGENT agree to refrain from promising or giving to any AREA 10 WORKFORCE DEVELOPMENT BOARD employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. APPLICANT, BOARD, and AGENT further agree not to solicit an AREA 10 WORKFORCE DEVELOPMENT BOARD employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that APPLICANT, BOARD, AGENT, their officers, members, and employees are compliant with ORC

102.04 and have filed a statement with the AREA 10 WORKFORCE DEVELOPMENT BOARD Chief Legal Counsel if required under ORC 102.04(D)(2).

* + 1. APPLICANT, BOARD, and AGENT agree that APPLICANT, BOARD, AGENT, their

officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of APPLICANT's, BOARD's or AGENT's functions and responsibilities under this Agreement. If APPLICANT, BOARD, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, APPLICANT, BOARD, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. APPLICANT, BOARD, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until AREA 10 WORKFORCE DEVELOPMENT BOARD determines that participation would not be contrary to public interest.

* + 1. APPLICANT, BOARD, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## Lobbying Restrictions.

* + 1. WIOA Section 195 prescribes the following prohibitions on lobbying:
       1. Publicity Restrictions- No funds provided under WIOA shall be used for:
          1. Publicity or propaganda purposes; or
          2. The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:

The enactment of legislation before Congress or any State or local legislature or legislative body; or

Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.

* + - 1. Exception - Subparagraph (1) shall not apply to:
         1. Normal and recognized executive-legislative relationships;
         2. The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
         3. Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
      2. Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
      3. Exception - Subparagraph (3) shall not apply to:
         1. Normal and recognized executive-legislative relationships; or
         2. Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
    1. APPLICANT, BOARD, and AGENT each affirms that no federal funds paid to APPLICANT, BOARD, or AGENT by AREA 10 WORKFORCE DEVELOPMENT

BOARD through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. APPLICANT, BOARD, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.

* + 1. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 ($100,000.00), APPLICANT, BOARD, and AGENT each affirms that it has executed and filed Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions if required by federal regulations.
    2. APPLICANT, BOARD, and AGENT each agree to include the language of this certification 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 will certify and disclose accordingly.
    3. APPLICANT, BOARD, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
  1. **Child Support Enforcement** — APPLICANT, BOARD, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that APPLICANT, BOARD, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
  2. **Pro-Children Act** — If any activities funded hereunder call for services to minors, APPLICANT, BOARD, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
  3. **Drug-Free Workplace** — APPLICANT, BOARD, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. APPLICANT, BOARD, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
  4. Work Programs — APPLICANT, BOARD and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
  5. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 — To the extent possible, APPLICANT, BOARD, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
  6. **Buy American Requirements** (41 USC 10a) - To the greatest extent practicable, per WIOA Section 502, APPLICANT, BOARD, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
  7. **Salary and Bonus Limitations** — Per WIOA Section 194(15), APPLICANT, BOARD, and AGENT each agrees to comply with all salary and bonus limitations.
  8. Environmental Protections - APPLICANT, BOARD, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. APPLICANT, BOARD and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.

* 1. APPLICANT, BOARD, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
  2. If applicable, APPLICANT, BOARD, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
  3. Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if APPLICANT, BOARD, AGENT, or any subcontractor or Applicant paid with funds provided hereunder:
     1. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subagreements are in effect, or
     2. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
  4. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States,* APPLICANT, BOARD, and AGENT are encouraged to

adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

* 1. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients,* APPLICANT, BOARD, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government- leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
  2. **Rights to Inventions** - If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement" under 37 CFR 401.2(a), and APPLICANT, BOARD or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement," the APPLICANT, BOARD or AGENT must comply with the requirements of

37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.

* 1. Civil Rights Assurance — The APPLICANT, BOARD and AGENT hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
  2. **Certification of Compliance** — APPLICANT, BOARD and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its Applicants or subcontractors.

Applicant certifies that the organization is in compliance with all the above.

Applicant:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_