TERMS AND CONDITIONS

ACKNOWLEDGEMENT

By submitting an application for a Subaward with the Department, You agree to be bound by the terms and conditions contained herein should You be selected to receive a Subaward pursuant to your application. If you are selected to receive a Subaward, You will be required to execute a separate Subaward Agreement with the Department. The terms and conditions found herein are non-exhaustive and You may be required to agree to additional terms and conditions in the Subaward agreement. You further agree and understand that agreeing to these terms and conditions does not entitle You to a Subaward, nor requires the Department to award You a Subaward.

You acknowledge that the terms and conditions contained herein highlight specific requirements and obligations and that these terms and conditions are not intended to and do not limit Your responsibilities in any way. You shall be responsible for complying with all provisions of the Subaward Agreement and all applicable laws, regulations, and policies should You be selected to receive a Subaward.

Definitions:

1. "Department" means the Nebraska Department of Labor.
2. "Parties" means You and the Department and may individually be referred to as a "Party."
3. "Subaward" means a subaward of Federal Funds pursuant to the State Apprenticeship Expansion Formula Grant that was awarded to the Nebraska Department of Labor.
4. "The Subaward Agreement" means the agreement that shall be entered into between You and the Department should You be selected to receive a Subaward pursuant to your Application.
5. "USDOL" means the United States Department of Labor.
6. "You" means the individual applying for the Subaward with the Department, or the company, or other legal entity on whose behalf such individual is making such application for a Subaward.

Reporting Requirements: If you are selected to receive a Subaward, You shall report to the Department in the form and manner specified by the Department. You shall comply with (or cooperate with the Department in complying with) any reporting requirements of the USDOL or any other federal or state entity for use of Federal Funds.

Program Income: Program income shall be used in accordance with provisions of 2 CFR §200.307. You represent that all program income shall be expended prior to drawing down additional funds as required at 2 CFR §§200.305(b)(5) and 200.307(e). You shall report program income received to the Department and understand and agree that any program income found remaining at the end of the award period shall be required to be returned.

Auditing and Monitoring: You shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information (regardless of physical form) relevant to the Subaward to enable the Department and other authorized officials to audit performance under the Subaward Agreement. All records referenced in the Subaward Agreement and all records pertaining to services under the Subaward Agreement shall be retained for a period of five (5) years from the termination of the Subaward Agreement, or until all litigation, claims, or audit findings involving the records or the Subaward Agreement have been finally resolved, whichever is later. Such records shall be transferred to NDOL, upon written request of NDOL. You shall cooperate with any examination of records with respect to the Subaward Agreement by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of: 1) NDOL, 2) the Nebraska Auditor of Public Accounts, 3) the USDOL and/or its Inspector General, or 4) any other state or federal agency, commission, or department in the lawful exercise of its jurisdiction and authority. It is understood and agreed that all records and access to personnel shall be made available during normal business hours. The Department may monitor Your performance under the Subaward Agreement. You further agree to participate in a monitoring and evaluation protocol specified by the Department which may include: (1) Review of financial and performance reports required by the Subaward Agreement; (2) Follow-up to ensure that You take timely and appropriate action on all deficiencies pertaining to the Subaward Agreement; (3) Issuance of a management decision for applicable audit findings pertaining only to the funds provided to You under the Subaward Agreement; and (4) Use of any monitoring protocol required or recommended by USDOL for federal funds, including requiring You to perform a self-assessment and/or performing a desk review. You shall provide the Department with any and all written communications received by You from an auditor or outside entity related to performance under the Subaward Agreement. You shall immediately commence follow-up action on findings arising from audits or other forms of review as appropriate.

Award Period: You acknowledge that the Subaward may be subject to specific obligation and liquidation dates, and a period of performance. You agree to abide by these dates, if such exist, in the execution of the Subaward Agreement.

Termination of Subaward Agreement: The Subaward Agreement shall terminate upon the occurrence of any or all of the following: (1) Mutual, written agreement of the Parties; (2) Upon thirty (30) days written notice by the Department to You; (3) Should the Subaward Agreement be declared void or unenforceable by final order of a court of competent jurisdiction, except to the extent provisions of the Subaward Agreement are severable, pursuant to the terms of the Subaward Agreement; (4) Expiration of the term of the Subaward Agreement; (5) In the event of a default or violation of the terms of the Subaward Agreement by You, or failure by You to make sufficient progress so as to endanger performance, the Department may: A. Suspension: After ten (10) days' notice to You, suspend the Subaward Agreement, pending corrective action by You, or the Department decision to terminate; B. Termination: Terminate the Subaward Agreement in whole or in part at any time before the date of completion whenever it is determined that You has failed to comply with the terms and conditions of the Agreement. The Department shall promptly notify You in writing of the determination and the reasons for the termination, together with the effective date. Payments made to You or recoveries by the Department when terminated for cause shall be in accord with the legal rights and liabilities of the Parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of the Subaward Agreement, up to the date of termination. You shall return to the Department all unencumbered funds. Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedure may be recovered. Other termination provisions as may be specified in other sections of the Subaward Agreement or required by law. In the event of termination, You shall not encumber or incur new

obligations after the effective date of termination and shall cancel as many outstanding obligations as possible. If the Subaward Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of the Subaward Agreement.

Points of Contact: The Parties shall designate at least one individual each as their Points of Contact (POC) for the Subaward Agreement: POCs shall not have the authority to amend the Subaward Agreement, unless the POC is a signatory to the Subaward Agreement. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing to the POCs listed in the Subaward Agreement.

Closeout Procedures: You shall comply with grant closeout procedures as specified by the Department in order to ensure a timely closeout, in accordance with federal law. The closeout of the grant provided under the Subaward Agreement does not affect the right of the Department or any duly authorized official of the state or federal government to disallow costs and recover funds from the You on the basis of a later audit or other review. Your obligation to return any funds due as a result of an audit is not affected by closeout of this grant, or termination of the Subaward Agreement.

Compliance with Law, regulations, Procedures, and Confidentiality: You shall comply with all laws, regulations, executive orders, policies, and requirements applicable to the use of the funds you have applied for regardless of whether those laws, regulations, or requirements are specifically enumerated in these terms and conditions or the Subaward Agreement. To safeguard information provided to You via the Subaward Agreement You agree as follows: (1) Information provided to You under the Subaward Agreement will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means; and (2) Any documents provided as a result of the Subaward Agreement shall not be duplicated or disseminated without prior written authority from the Department. You agree to hold all information received from the Department, parties added to the Subaward Agreement, and schools participating in the Program, in a confidential manner in accordance with all applicable laws and regulations respecting the same, including but not limited to, the Family Educational Rights and Privacy Act (FERPA). You Agree that any records created from information provided by the Subaward Agreement will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use. You agree to be responsible for any damages and will hold the Department harmless from any loss should any breach of confidentiality occasioned by You. You Agree that unauthorized release or use of this information shall be cause for immediate termination of the Subaward Agreement. You agree to permit the Department to make on-site inspections to ensure that the requirements of applicable state and federal law, regulations, and the Subaward Agreement are being met With regard to confidentiality You further agree to store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means. Therefore, You agree to: A. Sign off computer terminals when they are not in use, B. Lock computer terminals during all non-business hours, C. Encrypt or password-protect confidential or sensitive files, and D. Store all media holding the information that contain confidential or sensitive information under lock and key. You Further agree to ensure that only authorized persons will have access to information, to instruct that all personnel with access to the information provided by the Subaward Agreement are advised of the confidential nature of the information, and the safeguards required to protect the information, and that all documents/media should be shredded or disposed of in some manner which will reasonably ensure that the contents of the information are not disclosed.

Subcontractors and sub-awardees: The provisions of the Subaward Agreement shall be applied to all contractors and subcontractors who perform grant activities under the Subaward Agreement, and You shall ensure compliance by all such contractors and subcontractors with all provisions of the Subaward Agreement and all terms and conditions herein.

Intellectual Property Rights: If activities or services carried out under the Subaward Agreement result in any copyrightable material or inventions, the Department and the federal government reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes. As Required by 2 CFR 200.315(d), Federal Government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes. Additionally, as required by 2 CFR §2900.13, any intellectual property developed under the Subaward Agreement shall be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit, and adapt the copyrighted work and attribute the work in the manner specified by the copyright owner.

Insurance Requirements: You shall maintain in full force and effect during the term of the Subaward Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to the Subaward Agreement.

Corrective Action and Sanctions: You may be subject to corrective action and sanctions for action or inaction, including but not limited to, those relating to failure to comply with performance measures, reporting requirements, record keeping, Subaward Agreement provisions, and applicable law. If You fail to comply with federal statutes, regulations, the terms and conditions of the federal award, or the Subaward Agreement, the Department may impose additional conditions. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take further action, as set out in federal law to remedy the noncompliance, such as one or more of the following actions: (1) Withholding of disbursements or further awards; (2) Disallowance of cost; (3) Suspension/termination of award; and (4) Suspension/debarment. Violation of the terms of the Subaward Agreement may result in loss of any future funds under the Subaward Agreement, and may require repayment of amounts already disbursed by the Department and/or received by You.

Force Majeure: Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected Party (Force Majeure Event). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Notice of Pending Litigation: Unless otherwise provided for in the Subaward Agreement, You shall notify the Department within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services or activities provided and/or funded under the Subaward Agreement and which has been filed in any federal or state court or with another administrative agency. Upon request of the Department, the Department shall immediately be provided with copies of documents related to such litigation.

Protected Tax Information: You shall not have or be allowed access to federal tax information maintained by the Department while performing work under the Subaward Agreement.

S**eparate Entities, Hold Harmless, Sovereign Immunity**: Nothing in the Subaward Agreement or the terms and conditions herein should be construed in any manner as creating or establishing the relationship of partners between the Parties. The Subaward Agreement shall not create an employment relationship or establish any other employment-related rights. Neither You, nor anyone employed by You to fulfill the terms of the Subaward Agreement, will be considered employees of the Department. Your employees will be under Your sole direction and control and will not be entitled to any compensation, rights, or benefits from the Department. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) or against You, Your officers, or Your agents will in no way be the responsibility of the Department. You will hold the Department harmless from any and all such claims.

Strict Compliance: All provisions of these terms and conditions and the Subaward Agreement shall be strictly complied with as written, and no substitutions or changes shall be made, except upon written agreement of the Parties. The acceptance of late performance with or without objection or reservation by the Department shall not waive any rights of the Department nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

Survival of Provisions: The terms of the Subaward Agreement and the terms and conditions herein that by their nature should survive the termination or expiration of the Subaward Agreement shall survive expiration or termination of the Subaward Agreement.

Severability of Provisions: If any of these terms and condition or any provision of the Subaward Agreement are declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if the Subaward Agreement did not contain the provision held to be invalid or illegal.

Governing Law: You agree to comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations. Nebraska law will govern the terms and performance under the Subaward Agreement. Any legal proceedings against the Department or the State regarding the Subaward Agreement shall be brought in Nebraska administrative or judicial forums, as defined by Nebraska law.

Quarterly Unemployment Tax Filings: You agree to timely file all quarterly wage reports required by the Commissioner of Labor pursuant to the Nebraska's Employment Security Law, on such forms and in such manner as the Commissioner requires, for each calendar quarter. You agree to accurately and completely provide all information requested by the Commissioner in connection with such reports, including any additional fields, data, or other information the Commissioner may require. As a condition of this Subaward, You must provide expanded wage file information for quarterly wages reports. To satisfy this requirement, You must either: (1) Submit a complete expanded quarterly wage report for Your entire entity; or (2) Complete and submit an form identified by the Commissioner of Labor containing the required information for each apprentice identified in Your application. As part of the application process, You selected one of these reporting methods. If selected to receive a Subaward, You agree to comply with and be bound by the reporting method identified in Your application. You further agree to submit the required reports to the Department by the deadlines established by law for such reports. Reports must be submitted during the Subaward period and for two additional quarters following the end of the Subaward period, resulting in a total of four reporting periods.

Good Standing: You agree to maintain your legal existence and remain in good standing under the laws of the State of Nebraska, including maintaining Your registration, authority, and all required filings with the Nebraska Secretary of State, as applicable. Upon request by the Commissioner of Labor, You agree to provide evidence of Your good standing, including a current Certificate of Good Standing or other similar document issued by the Nebraska Secretary of State. You agree to promptly notify the Commissioner of any change in Your status that could affect its good standing or legal authority to conduct business in the State of Nebraska. Failure to maintain good standing may constitute a material breach of this Subaward Agreement and may result in suspension or termination of grant funding, repayment of disbursed grant funds, or other remedies available to the Commissioner of Labor.

Publications: You agree to provide to the Commissioner of Labor any published media which mentions the Subaward Agreement or the program, task, or function the Subaward Agreement is intended to effectuate. You consent to the Commissioner of Labor and the State of Nebraska to publish Your name.

E-Verify Statement: You hereby agree to use a Federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of these terms and conditions, Federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC § 1324a, known as the E-Verify Program, or an equivalent Federal program designated by the United States Department of Homeland Security or other Federal agency authorized to verify the work eligibility status of a newly hired employee. This obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors and Yous utilized by You in performing under the Subaward Agreement.

Attestation of Citizenship or Qualified Alien Status: If you are an individual or sole proprietorship, You agree to complete the United States Citizenship Attestation Form. If You indicate on such attestation form that You are a qualified alien, You agree to provide the US Citizenship and Immigration Services documentation required to verify Your lawful presence in the United States using the Systematic Alien Verification for Entitlements ("SAVE") Program. You understand and agree that lawful presence in the United States is required and You may be disqualified, or the Subaward Agreement terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

Tax Obligations: You acknowledge and agree that receipt of funds from the Department may create tax liabilities under applicable federal, state and local tax laws. You agree to be solely responsible for the payment of any taxes incurred as a result of the receipt of funds under a Subaward Agreement with the Department. You further agree to comply with all applicable tax laws and shall indemnify and hold harmless the Commissioner of Labor from any and all tax liabilities, penalties, or interest arising from the receipt of funds. You are encouraged to seek

independent tax advice to understand the tax implications of receiving and utilizing funds received pursuant a Subaward Agreement with the Department.

Consultants: For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to $750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

Assignability: You agree not to assign, transfer, or convey any right, title, or interest to the proceeds of the Subaward Agreement.

Interpretation and Resolution of Conflicts: In the event of any conflict, inconsistency, or ambiguity in the terms of these terms and conditions or the provision of the Subaward Agreement, the Commissioner of Labor shall have the sole discretion and authority to reasonably interpret such. The Commissioner's interpretation shall be binding and final on the Parties. If any provision or language in these terms and conditions or the Subaward Agreement is found to be unclear or in conflict with other provisions, the Commissioner will resolve such conflict in a manner that, in the Commissioner's judgment, best aligns with the intent of the Subaward, the Subaward Agreement, and applicable law.

Public Record Statement: You acknowledge and agree that Your Application, any subsequent Subaward Agreement, and documents relating to the foregoing shall be treated as public record except as otherwise provided in law.

Training and Employment Guidance Letters (TEGL): You will comply with any applicable TEGL issued by USDOL.

OMB Registration Requirements: You agrees to comply with all requirements established by the Office of Management and Budget (OMB) concerning participation in the Dun and Bradstreet Data Universal Numbering System (DUNS), registration with the Federal System for Awards Management (SAM), and maintenance of such participation and registration, including ensuring currency of information.

Travel: For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Department's written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118). Use of grant funds for foreign travel is not allowable except with prior written approval from USDOL.

Federal Funding Accountability and Transparency Act (FFATA): You shall comply with FFATA and provide information to the Department necessary for the Department to comply with FFATA (See 2 CFR Part 170).

Personally Identifiable Information: You shall recognize and safeguard personally identifiable information (PII), including compliance with Training and Employment Guidance Letter 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII).

Publicity: No funds provided under the Subaward Agreement shall be used for publicity or propaganda purposes; preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall such funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, Executive Order proposed or pending before the Congress; or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or 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.

Supportive Services and Participant Support Costs: When supportive services are authorized, in addition to other applicable requirements, costs for supportive services must meet the basic considerations of 2 CFR §§ 200.402 through 2 CFR 200.411 and the provisions of 20 CFR 680 Subpart G and 20 CFR § 681.570.

Whistleblower Protection: You is subject to the whistleblower rights and remedies established at 41 USC 4712, and shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48CFR 3.908). You shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.

Health Benefits Coverage for Contraceptives: Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with (1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. or (2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

Privacy Act: You understands and agrees that no federal funds can be used in contravention of the 5 USC § 552a (Privacy Act) or regulations implementing of the Privacy Act.

Prohibition on Contracting with Corporate Entities with Felony Criminal Convictions: You may not knowingly 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 was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

Prohibition on Contracting with Individuals or Entities with Unpaid Citations: You may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any individual or entity who has an unpaid citation for violating the Wages Payment and Collection Act, Contractor Registration Act, Employee Classification Act, or the Nebraska Healthy Families and Workplaces Act.

Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: You may not knowingly 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 or other type of entity that has any unpaid State or 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.

Prohibition on Procuring Goods obtained through Child Labor: No funds provided under this Agreement may be encumbered, 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 the USDOL. USDOL has identified these goods and services here: List of Goods Produced by Child Labor or Forced Labor.

Prohibition on Providing Federal Funds to ACORN: Funds provided under this Agreement may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors. Each party certifies that it is not an affiliate, subsidiary, allied organization, or successor of ACORN.

Reporting Fraud, Waste, and Abuse: No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Requirement for Blocking Pornography: Each party understands and agrees that no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Requirement to Provide Certain Information in Public Communications: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal funds, all non-Federal entities receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal funds, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both shall be complied with.

Restriction on Health Benefits Coverage for Abortions: Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion 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 and 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. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

Restriction on Lobbying/Advocacy: No Federal funds may be used to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of Federal, state, or local legislation, regulation, appropriations, order, or other administrative action.

Restriction on Purchase of Sterile Needles or Syringes and Restriction on the Promotion of Drug Legalization: You understands that no Federal funds shall be used (1) to purchase sterile needles or syringes for the hypodermic injection of any illegal drug; or (2) 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 Section 202 of the Controlled Substances Act.

Salary and Bonus Limitations: No Federal funds may be used to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on at https://www.opm.gov/.

Architectural Barriers: The Architectural Barriers Act of 1968, 42 USC §§ 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR § 102-76), and the Uniform Federal Accessibility Standards issued by GSA (36 CFR §1191, Appendices C and D) 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 (if an eligible expenditure) must comply with these requirements.

Drug Free Workplace: The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

Executive Orders: You shall comply with applicable Executive Orders, of the President of the United State, and of the Governor of the State of Nebraska.

Flood Insurance: The Flood Disaster Protection Act of 1973, as amended, 42 USC §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one (1) year of the identification (and only if an

eligible expenditure). The flood-insurance purchase requirement applies to both public and private applicants for USDOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

The Hotel-Motel Fire Safety Act: Pursuant to 15 USC § 2225a, if an eligible expenditure, You shall ensure that all space for conferences and conventions or training seminars funded in whole or in part with SCSEP Funds comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Conferences must be necessary and reasonable for the successful performance of the grant award, and must comply with 2 CFR § 200.432.

Trafficking: You (and Your employees) may not (1) engage in forms of trafficking in persons during the time that the award is in effect, (2) procure a commercial sex act during the time that the award is in effect, or (3) use forced labor in the performance of the award or subawards under the award.

Veteran's Priority Provisions: You will comply with the Jobs for Veterans Act (Public Law 107-288), the regulations at 20 CFR Part 1010, and TEGL 10-09, which require providing priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by USDOL.

Conflict of Interest: In the performance of the grant agreement, the Applicant shall avoid all conflicts of interest and all appearances of conflicts of interest. The Applicant shall immediately notify NDOL of any such instances encountered.

Nepotism: No individual may be placed in a grant-funded employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

Buy American Act: You agrees to comply with the Sections 8301 through 8303 of Title 41, United States Code (commonly known as the "Buy American Act"). You and certify that each entity has not been convicted of violating the Buy American Act, 41 USC § 8301 et seq., and Executive Order 13788.

Political Activities or Patronage: You understands and agrees that no grant funds provided under shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall these funds be used to provide services to or the employment of assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Subaward with: (1) Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or (2) Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or (3) Any voter registration activity.

Labor Standards: You agree to comply with labor standards, as applicable, including but not limited to, the following: (1) Davis-Bacon Act (and related requirements); (2) Contract Work Hours and Safety Standards Act (and related requirements); (3) Copeland "Anti-Kickback" Act (and related requirements); (4) State and Federal laws governing child labor (and related requirements); (5) the Employee Classification Act (and related requirements); (6) the Contractor Registration Act (and related requirements); (7) the Wage Payment and Collection Act (and related requirements); (8) the Healthy Families and Workplaces Act (and related requirements); the Wage and Hour Act (and related requirement); and the Employment Security Law (and related requirements).

Debarment, Suspension Or Declared Ineligible: You certify that neither You nor Your principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

Mandatory Disclosures: As required by 2 CFR § 200.113, You shall immediately disclose to the Department, USDOL, and/or other appropriate authorities (with a copy to the Department) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of Federal funds provided under this Agreement.

O**MB Standard Assurances**: You agree to comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), which are incorporated herein by reference.

Non-Discrimination and Accessibility: You agree to comply with all applicable local, state, and federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination, as amended, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (including providing access to persons with limited English proficiency).
2. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e.
3. The Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq.
4. The Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.
5. The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
6. The Age Discrimination in Employment Act, 29 U.S.C. § 621.
7. Title IX of the Education Amendments of 1972, 29 U.S.C. § 1681 et seq.
8. The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

9. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

10. Nondiscrimination provisions of the Workforce Innovation and Opportunity Act, including but not limited to, those in Section 184 and Section 188.

Title 45 of the Code of Federal Regulations: You shall comply with the following regulations from Title 45 of the Code of Federal Regulations (CFR):

1. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board;

2. **45 CFR Part 75 —** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;

3. **45 CFR Part 76 —** Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);

4. **45 CFR Part 80** – Nondiscrimination under Programs Receiving Federal Assistance through theDepartment of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;

5. **45 CFR Part 81** – Practice and Procedure for Hearings under Part 80 of this Title;

6. **45 CFR Part 82** – Government wide Requirements for Drug-Free Workplace (Financial Assistance);

7. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities ReceivingFederal Financial Assistance;

8. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receivingor Benefiting from Federal Financial Assistance;

9. **45 CFR Part 91 –** Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving FederalFinancial Assistance;

10. **45 CFR Part 93 –** New Restrictions on Lobbying;

11. **45 CFR Part 95 –** General Administration – Grants Programs (Public Assistance, Medical Assistance and State Children's Health Insurance Programs.

Prohibition on Smoking: In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts.

[END]