

# WORKFORCE SERVICES

sdjobs.org

## CONDITIONS AND ASSURANCES

All recipients and subrecipients including contractors receiving Workforce Innovation and Opportunity Act (WIOA) funds must operate under WIOA law and regulations that prohibit certain activities. Providers and participants of incumbent worker training, customized training, registered apprenticeships, occupational skills training, on-the-job training, and work experiences, must:

\_\_\_\_\_  
INITIAL Acknowledge there is additional information regarding WIOA services available in the WIOA Policy Manual located at [sdjobs.org/workforce\\_services/wioa/manual](http://sdjobs.org/workforce_services/wioa/manual).

\_\_\_\_\_  
INITIAL Agree to the Government Obligation, Unilateral De-obligation of Agreement Funds and Automatic Termination Due to Lack of Funds outlined below.

### Government Obligation

- a. *Federal – It is hereby understood and mutually agreed that the federal government is not a part hereto and that no legal liability on th3e part of the government is inferred or implied under the terms and conditions of this agreement. Any liability, legal actions or disputes as may arise under this agreement are between parties hereto and will be settled in accordance with the uniform commercial code of the state or other such manner as provided by the state and local laws for the settlement of such matters.*
- b. *State – the worksite agrees to hold harmless and indemnify the State of South Dakota, its officers and employees, from and against any and all actions, suits, damages, liabilities or other proceedings which may arise as a result of the participants performing duties under this agreement.*

### Unilateral De-obligation of Agreement Funds

*The South Dakota Department of Labor and Regulation reserves the right to terminate this agreement upon the determination that conditions as necessary to said agreement have not been or are not fully complied with, or upon the determination that an eligible participant is not performing at an appropriate level or is working in an improper activity.*

### Automatic Termination Due to Lack of Funds

*In the event that the Department of Labor and Regulation (DLR) fails to receive funds form the federal government in whole or part to implement this agreement or funds are withdrawn or cancelled by DLR, then this agreement shall automatically terminate.*

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INITIAL Acknowledge they have reviewed and will comply with the WIOA Administrative Standards and Assurances found at found at: [dlr.sd.gov/workforce\\_services/wioa/wioa\\_manual/workforce\\_form10b\\_conditionsandassurances.pdf](http://dlr.sd.gov/workforce_services/wioa/wioa_manual/workforce_form10b_conditionsandassurances.pdf) and compliance is required to receive WIOA Title I Adult, Dislocated Worker, Youth, and Trade Adjustment Assistance (TAA) funds.

### PROVIDER (Training Provider or Worksite Supervisor)

_____	_____	____/____/____
PRINTED NAME	SIGNATURE	DATE

### PARTICIPANT

_____	_____	____/____/____
PRINTED NAME	SIGNATURE	DATE