

**WORKFORCE SERVICES**

sdjobs.org

**CONDITIONS AND ASSURANCES**

Recipients of WIOA funds are required to adhere to the rules and regulations outlined in this Act, including Overpayment [Policy 5.95](#). Please review this form, [Policy 5.95](#), and [Form 10B](#) for a comprehensive understanding of our service guidelines. **Initial each line** to confirm that you have reviewed and agree to comply with the WIOA Administrative Standards and Assurances detailed on this form and [Form 10B](#). **Please print your name, sign, and date** the form accordingly.

All recipients, subrecipients, and contractors receiving funds under the Workforce Innovation and Opportunity Act (WIOA) are required to adhere to WIOA laws and regulations, which prohibit specific activities. Providers and participants involved in incumbent worker training, customized training, registered apprenticeships, occupational skills training, on-the-job training, and work experiences must:

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

\_\_\_\_\_  
INITIAL Agree to the Government Obligation, Unilateral De-obligation of Agreement Funds, and Automatic Termination Due to the 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 the 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 – As provided in SDCL 56-3-11, the Provider agrees to indemnify, including reasonable attorney fees and other costs of defense the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the host agency to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.*

**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 from the federal government in whole or part to implement this agreement or funds are withdrawn or canceled 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: [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.

\_\_\_\_\_  
INITIAL As a recipient of resources from U.S. Department of Labor, Employment and Training Administration, I understand any fraud or misuse of resources associated with this program could result in criminal charges. I understand and agree that I have an obligation to report incidents of fraud consistent with the guidance of U.S. Department of Labor [Training and Employment Guidance Letter 15-23](#).

\_\_\_\_\_  
INITIAL When necessary, agree to support DLR in providing Federal Educational Rights and Privacy Act (FERPA) releases and assisting in obtaining signatures for training providers to access information on financial need and academic success. Also, agree to share performance information about shared students with DLR.

**Compliance does not always require both signatures below to be completed.**

**PROVIDER:** Training Provider / Worksite Supervisor

**NAME** (print/type): \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PARTICIPANT**

By signing below, I acknowledge any financial support received is subject to re-payment (See Overpayment [Policy 5.95](#))

**NAME** (print/type): \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_