## WORKFORCE SERVICES

sdjobs.org

## **CONDITIONS AND ASSURANCES**

All recipients receiving WIOA funds must abide by the rules and regulations under this Act. Review this form and Form 10B for an overview of these rules and regulations for our services. *Initial each line* to verify you have reviewed and agree to comply with the WIOA Administrative Standards and Assurances found on this form and Form 10B. *Print your name, sign, and date* the form.

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:

\_\_\_\_\_ Acknowledge there is additional information regarding WIOA services available in the WIOA Policy Manual <sup>INITIAL</sup> located at <u>dlr.sd.gov/workforce\_services/wioa/manual</u>.

Agree to the Government Obligation, Unilateral De-obligation of Agreement Funds and Automatic Termination INITIAL 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 here to 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 agree 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 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 cancelled by DLR, then this agreement shall automatically terminate.

\_ Acknowledge they have reviewed and will comply with the WIOA Administrative Standards and Assurances

INITIAL Found at: <u>dlr.sd.gov/workforce\_services/wioa/wioa\_manual/workforce\_form10b\_conditionsandassurances.pdf</u> and compliance is required to receive WIOA Title I Adult, Dislocated Worker, Youth, and Trade Adjustment Assistance (TAA) funds.

\_\_\_\_\_ When applicable, agree to assist DLR in making Federal Educational Rights and Privacy Act (FERPA) releases available INITIAL and assist in obtaining signatures allowing training providers to obtain information on financial need and academic success as well as share performance information regarding joint students with the DLR.

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

**PROVIDER** (Training Provider or Worksite Supervisor)

\_\_\_\_/\_\_/\_\_ DATE

## PRINTED NAME

SIGNATURE

PARTICIPANT

PRINTED NAME

I acknowledge any financial support received is subject to re-payment (See Overpayment Policy 5.95).