

## APPENDIX F – WIOA Assurances & Certifications

As an organization requesting WIOA funding, we assure and certify that our organization will comply with the following provisions:

- 1) Exclusive use of the statewide/regional brand name for the NH Works development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, will ensure to credit the SWIB and BEA for funding on all marketing and other collateral.
- 2) Consistently identify individual programs and activities in user-friendly terms.
- 3) Designate appropriate job titles for staff who work with WIOA customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
- 4) Maintain customer files according to NH Works policies and guidance and adhere to data validation expectations.
- 5) Fully comply with the requirements of the WIOA; all Federal regulations issued pursuant to the Act; the NH WIOA State Plan and policies issued by the SWIB.
- 6) Administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations.
- 7) Ensure that the program does not discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
- 8) House all WIOA service provider staff at the NH Works Job Center to the greatest extent possible and will accept all associated workforce roles and responsibilities.
- 9) Operate the program in full compliance with health and safety standards established under State and Federal law and that condition of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
- 10) Refer ineligible applicants to other appropriate services, including career services available at the NH Works Job Centers.
- 11) Exhaust other resources for support and/training prior to using WIOA funds.
- 12) Ensure that all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Moreover, that such rate shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law.
- 13) Ensure that no customer is employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA customers.

- 14) Ensure no WIOA funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing Subrecipients for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
- 15) Ensure reports to the BEA or its staff will be provided in a timely fashion, as requested.
- 16) Ensure all customer information will be keyed into the client management information system, JMS/GSI WIOA, in accordance with state and local policy, both in terms of content and timeframe expectations.
- 17) Ensure eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
- 18) Ensure WIOA funds are not used for customer loans.
- 19) Ensure the total project costs will not exceed the amount awarded in the subrecipient contract for services.
- 20) Ensure coordination of training site visits by BEA staff and federal staff on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
- 21) Ensure will, in carrying out the Subrecipient, refrain from activities involving either actual or the appearance of conflict of interest according to Code of Conduct and Conflict of Interest.
- 22) Ensure will adhere to the BEA records retention policy and all WIOA financial and programmatic records (including customer files) stored by each service provider for a minimum of three years from the date the program year audit is completed.
- 23) Ensure an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, sub-recipient will submit a copy to the BEA within thirty days (30) unless approved for a longer period.
- 24) Ensure will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
- 25) Ensure will comply with the nepotism provisions as they relate to federally funded programs.
- 26) Ensure will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving WIOA wages.
- 27) Ensure will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
- 28) Confirm that the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
- 29) Ensure does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the sub-recipient agrees to file a disclosure report, if applicable.
- 30) That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties.
- 31) That no WIOA funds will be used to encourage or induce the relocation of a business.
- 32) That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
- 33) That no WIOA funds will be used for foreign travel.
- 34) That no WIOA funds will be used to duplicate services available in the area.

- 35) Ensure that customers will not be charged fees for placements or referrals.
- 36) Ensure WIOA financial assistance is not provided to any program that involves political activities and the sub-recipient agrees to comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees and enrollees in federally funded programs.
- 37) That all WIOA customers and WIOA funded staff are aware of grievance procedures and the sub-recipient assures and certifies that the sub-recipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, sub-recipients and other interested parties.
- 38) The sub-recipient will comply with New Hampshire statues, which prohibits public officials and employees from having a personal interest in any Subrecipient to which s/he is also a party in an official capacity.
- 39) The sub-recipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures: The Drug Free Workplace Act, the Immigration Reform Act, the Davis-Bacon Act, and Child Labor Laws.

For more information on WIOA assurances visit <http://www.doleta.gov/WIOA>.

I/we certify I/we read, understand and addressed in our proposal submitted on behalf of our organization all specifications contained in the RFP. That the required format has been followed and that all of the information contained in this proposal is true and correct. I further certify that our organization will comply with all of the above assurances, and that the governing body of our organization has duly authorized this proposal.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date