

# **WIOA TITLE I**

## **ASSURANCES**

### **AND**

## **DISCLOSURE OF LOBBYING ACTIVITIES**

### **FEDERAL GRANT ASSURANCES**

Each Grantee should carefully read and review the Workforce Innovation and Opportunity Act (WIOA) Statute and Regulations related to this Assurances form. For purposes of this Grant Contract, “Contract” shall mean “Grant Contract” and “Contractor” shall mean “Grantee.”

The Contractor identified below, through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /contract award and at all times while this Contract is in effect, it will comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: Title I of the Workforce Innovation and Opportunity Act of 2014 (PL 113-128 29 USC Sec 3101 et seq) and corresponding WIOA Regulations, OMB 2 CFR Part 200 - Super Circular; A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.

Without limitation, Contractor assures and certifies that it:

1. Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Contract, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the projects, grants and programs covered by this Contract.
2. Will, with respect to Federal funds received by Contractor under this Contract, comply with the cost principles determined in accordance with the provisions of OMB 2 CFR Part 200 - Super Circular Circular; A-87, “Cost Principles for State, Local and Indian Tribal Governments,” or A-21, “Cost Principles for Educational Institutions” or A-122, “Cost Principles for Non-Profit Organizations” as applicable based on the status/type of the entity receiving the Contract, and the cost related provisions of the corresponding regulations found in 29 CFR Part 97, 29 CFR Part 95 or 48 CFR Part 31.
3. Will maintain and permit the Higher Education Coordinating Commission, the office of Community Colleges and Workforce Development, the Oregon Secretary of State’s Audit Division, the Oregon Department of Justice, the Federal Department of Labor, Employment and Training Administration through any authorized representative, access to and the right to examine and audit all records, books, papers or documents related to the awards or programs, to satisfy audit and program evaluation purposes and for all other lawful purposes; will establish a proper accounting system in accordance with generally accepted accounting

standards and directives of the Federal awarding agencies; and will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.

5. Will comply with the following:

A. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. The lobbying provisions of 34 CFR Part 82.

Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Contractor shall require certification of the foregoing from all recipients of grant or program funds by including it in and requiring that it be included in all contracts pursuant to which grant or program funds are paid.

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding Agency.

8. Will comply with all federal, state and local laws, regulations, executive orders, ordinances, administrative rules and directives relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §§12131 et seq.), which protects qualified persons with disabilities from discrimination in employment opportunities and imposes requirements for construction, remodeling, maintenance and operation of structures and facilities; (f) Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 37 and Section 188); (g) ORS Chapter 659, as amended; (h) current and or revised Methods of Administration of the State of Oregon; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination laws, regulations, executive orders or ordinances which may apply to the Applicant, Contractor, award, or programs.

9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, unless exempt by the Hatch Act exclusion for individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization, as provided in 5 U.S.C. §1501(4) (B).

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.

11. Will comply with the applicable requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42 U.S.C. §§1320d et seq.) and the implementing regulations, 45 CFR 160, which relate to health information privacy and security and the transmission of such information

12. Will comply with the following additional requirements in accordance with WIOA:

- A. All proposals, evaluations, periodic program plans, and reports relating to each program will be available for public inspection.
- B. No grant funds will be used for the acquisition of real property or for construction unless specifically permitted by the authorizing statute or implementing regulations for the program.
- C. No grant funds will be used in violation of the prohibitions against use of such funds for religious worship, instruction, or proselytization.
- D. Contractor will cooperate in any evaluation of the program by the Secretary of the United States Department of Labor.
- E. Contractor will use fiscal control and accounting procedures that ensure proper disbursement of and accounting for federal funds.
- F. Contractor will obligate funds in accordance with the timing and other requirements of 29 CFR Part 97.21 or 29 CFR 95.22.

- G. Contractor will furnish reports that the Agency requests or that may reasonably be necessary for the Agency to carry out its responsibilities under the program, and will furnish all annual and other reports required by applicable laws and regulations.
- H. Contractor will keep records that fully show: (1) the amount of funds; (2) how the funds are used; (3) the total cost of the project; (4) the share of that cost provided from other sources; and (5) other records to facilitate an effective audit.
- I. Contractor will keep records to show its compliance with program requirements.
- J. Records will be retained for three years after completion of the projects and work covered by this Contract and access will be provided as deemed necessary by the Higher Education Coordinating Commission, the office of Community Colleges and Workforce Development, and/or the United States Department of Labor. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit finding involving the records have been resolved and final action taken.
- K. Contractor will comply with the protection of the rights and privacy of parents and students in accordance with the Family Educational Rights and Privacy Act of 1974, (20 U.S.C. §1232g).
- L. None of the funds will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

14. Will comply with all applicable requirements of all of the foregoing and all other federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives applicable to the grants, awards, programs and work covered by this Contract

15. Debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions: As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants Responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold, unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.110:

- A. The prospective lower tier participant certifies, by submission of these assurances, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

16. The Contractor also agrees by signing this Contract that he or she shall require that the language of these assurances be included in all sub agreements, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.