Individual Training Account Agreement

Between CareerSource [HEARTLAND]

and

[_____]

Eligible Training Provider Information

Eligible Training Provider Name:	FEIN:
Eligible Training Provider Type:	
Contact Person/Title:	
Address:	Phone Number:
	Email Address:

This Individual Training Account ("ITA") Agreement (the "Agreement") is made and entered into between CareerSource [HEARTLAND] whose legal name is [Heartland Workforce Investment Board, Inc. dba C] (hereinafter referred to as "[CSH]") and [_____], (hereinafter referred to as "Eligible Training Provider"), for the purpose of providing training pursuant to individual training accounts ("ITA") in accordance with the Workforce Innovation and Opportunity Act ("WIOA"). [CSH] and Eligible Training Provider may hereinafter be referred to collectively as the "Parties" and each individually as a "Party." Consideration for this Agreement shall be the mutual covenants and promises contained herein. Both Parties agree to the terms and conditions set forth within this Agreement. The term of this Agreement commences on [_____] and terminates on [_____].

RECITALS

WHEREAS, [_____] has submitted an Eligible Training Provider application and has been approved for inclusion on the state and/or local ETPL;

WHEREAS, [CSH] may request from time to time that the Eligible Training Provider provide certain approved training to eligible individuals referred by [CSH] staff;

WHEREAS, the Eligible Training Provider agrees to provide certain approved training, subject to the terms and conditions set forth herein;

WHEREAS, this Agreement sets forth the mutual agreement of [CSH] and the Eligible Training Provider as to the training program(s) to be provided to those eligible

individuals referred by [CSH _____] staff and accepted by the Eligible Training Provider and the operating procedures governing payment for the training program(s);

NOW, THEREFORE, and in consideration of the mutual promises and covenants contained herein, the following General Provisions are HEREBY AGREED TO BY THE PARTIES:

Section 1. Background

20 C.F.R. Part 680 governs the provision of WIOA Title I funded training through Individual Training Accounts ("ITAs"). An ITA is a payment agreement established on behalf of a participant with an Eligible Training Provider. Participants purchase training services from Eligible Training Providers. An Eligible Training Provider must be included on the State and/or local ETPL and is the only type of entity that receives funding for training services through an ITA. This Agreement sets forth the terms and conditions under which [CSH _____] will fund training by Eligible Training Providers through ITAs.

Section 2. Application Requirements and Training

A. Eligible Training Provider Application

1. Providers of training services programs must apply for inclusion on the ETPL pursuant to WIOA "Initial Eligibility" requirements as well as the criteria of [CSH _____] to which the provider is applying.
2. Providers must complete and submit an Eligible Training Provider Application, which includes the training-related costs (tuition, books, fees, etc.).
3. Training is to be delivered only in accordance with the curricula submitted in the Eligible Training Provider Application.
4. Eligible Training Provider agrees to adhere to the cost of the training program that was agreed upon by the [CSH _____] and the Training Provider, as documented in the Eligible Training Provider application.
5. Any changes to the approved training-related costs (tuition, books, fees, etc.) must be made within [_____] business days or prior to the enrollment of any individual referred by the [CSH _____], whichever is sooner.

B. Program Description

1. The Program Description includes the content and objectives of the training program. The Eligible Training Provider shall provide the courses as specified in the approved Program Description.
2. The Eligible Training Provider shall notify [CSH _____] of any changes in the approved Program Description prior to the enrollment of any individual referred by [CSH _____] staff.

ITAs are the primary method to be used for procuring training services under WIOA. In certain circumstances, a training contract may be used to provide training services, instead of an ITA. When training services are provided to participants under a contract, an ITA will not be required to be submitted.

Section 3. Participant Eligibility

Participants referred by [CSH] to Eligible Training Provider shall be enrolled only in the approved training program(s) for the designated period of time specified on the ITA and in the training plan. Eligible Training Provider shall not allow [CSH] participants to switch training programs or to extend their training at the expense of [CSH] without prior written approval of [CSH]. Neither Eligible Training Provider nor the participant is authorized to enroll the participant into additional training courses or programs without prior written consent of [CSH].

Individuals referred to [CSH] by the Eligible Training Provider must qualify for assistance under WIOA guidelines, and when co-enrolled with other programs, must qualify for assistance as required by those programs. LWDBs will determine participant eligibility.

[CSH] participants shall be eligible for program enrollment and participation in accordance with the same standards as the general population of the Eligible Training Provider.

If a participant is unable to continue the training agreed upon in the ITA, the Eligible Training Provider shall refer the participant back to [CSH].

Section 4. Fiscal Requirements and Payment Procedures

A. Financial Aid/Funding Coordination

1. The Eligible Training Provider shall ensure that program participants apply for financial aid, especially the Pell Grant, as applicable; coordinate financial assistance with [CSH]; and help ensure that funds provided by [CSH] are in addition to funds otherwise available in the area. It is the Eligible Training Provider's responsibility to prevent misapplication of funds when other funds would have been used for the same purpose.
2. The Eligible Training Provider will coordinate other funding sources for WIOA participants with [CSH]. It is the responsibility of the Eligible Training Provider to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. Coordination of funding for training may include using Pell Grants for education-related expenses such as those associated with housing, food, other living expenses, books & supplies.

B. Referrals and Refunds

1. The Eligible Training Provider understands that this Agreement does not guarantee any referrals or refunds whatsoever for the approved training programs offered by the Eligible Training Provider and covered by this Agreement. All decisions regarding the issuance of training payments will be made on a case-by-case basis by [CSH], and/or its designees, taking into consideration the information available, including, but not limited to, the assessed needs of the participant, geographical location of the training and

the residence of the participant, including any additional costs of the training to the participant. Participants requesting specific training from a pre-selected school will be given a list of approved training providers that provide the same type of training to allow the participant to research each school before making a final decision. The decision to issue an ITA to a participant for the Eligible Training Provider is at the sole discretion of [CSH _____] and/or its designees.

2. The Eligible Training Provider shall, in conformity with the general refund policies of Eligible Training Provider, refund to [CSH _____] such training-related costs (tuition, fees, books, etc.), which are paid by [CSH _____] for participants who enroll in and begin training but drop out of courses. Under no circumstances shall Eligible Training Provider issue refund payment(s) directly to a participant.

C. Payment Procedures

1. Tuition and/or other authorized payments will be considered only for those participants referred to the Eligible Training Provider by [CSH _____] as evidenced by a valid [CSH _____] ITA. Tuition or other payments will be made to Eligible Training Provider only for those participants enrolled in and receiving training.

2. ITAs may be used to align participants, the Eligible Training Provider, and [CSH _____] on the training sought and associated costs for the participant. The Eligible Training Provider shall forward to [CSH _____] an original, signed ITA (if applicable) and written invoice for this payment at the time a participant begins training and becomes eligible for invoicing. This invoice is payable to the Eligible Training Provider upon receipt in accordance with payment procedures listed herein.

D. Billing/Invoicing

1. The Eligible Training Provider may not invoice [CSH _____] for approved participants until the Eligible Training Provider's drop/add period for course enrollment has concluded.

2. The Eligible Training Provider shall regularly submit invoices to [CSH _____] for amounts agreed upon by the Parties which include the information required by this Agreement. The Eligible Training Provider shall notify [CSH _____] if payment is not received by the date agreed upon.

    a. Participants must be enrolled in and receiving approved training before the invoices are considered valid.

    b. Invoices must include the participant's name, [_____], and training program and be supported by any additional receipts or payment requests.

    c. The Eligible Training Provider shall charge [CSH _____] for tuition, books, fees, etc., in accordance with the approved ITA issued to the participant.

d. The Eligible Training Provider shall directly bill the participant for any costs voluntarily incurred by the participant that are not covered by the ITA.

e. [CSH] accepts no liability for unauthorized costs.

f. Each invoice must be accompanied by the approved ITA issued to the participant by [CSH].

E. Training Dollar Maximums

The Parties acknowledge and agree that a training dollar maximum shall be established for each participant under this Agreement. The maximum amount of training dollars for each participant shall not exceed ($) by [CSH]. Additionally, [CSH] reserves the right to determine and revise the training dollar maximums in accordance with applicable regulations and funding availability. Any changes to the training dollar maximums shall be communicated to the Eligible Training Provider in writing within seven business days of the change.

Section 5. Audits

A. Eligible Training Provider shall make available all documents, papers, letters, or other materials prepared or received by the Eligible Training Provider that are directly pertinent to charges to this program, including any relevant financial records, supporting documentation, statistical records, interviews and discussions, and all other pertinent records of the Eligible Training Provider involving transactions related to this Agreement, at any time during normal business hours and as often as [CSH], the Florida Department of Commerce or its contracted agencies, the U.S. Department of Labor, Comptroller General of the U.S., or their designated representatives may deem necessary.

B. Eligible Training Provider will make available upon request of [CSH], progress reports indicating both the progress and attendance of a participant.

C. Eligible Training Provider agrees to provide timely and reasonable access to its personnel for interviews and discussions related to documents and review.

D. If applicable, Eligible Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC §§ 7501-7507); revised OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; the Florida Single Audit Act, Section 215.97, Florida Statutes; and any other specific requirements imposed by [CSH].

Section 6. Performance

The Eligible Training Provider agrees to comply with the performance expectations set forth herein by [CSH] when carrying out this Agreement.

A participant must maintain satisfactory progress for each academic term by passing at least 50% of their courses or maintaining a 2.0 average. If a participant takes a course that is graded on a Pass or Fail, Satisfactory or Unsatisfactory grading system, the participant must receive a passing or satisfactory grade.

Section 7. Agreement Termination

A. [CSH _____] or Eligible Training Provider may terminate this Agreement for convenience when it is in the best interest of [CSH _____] or the Eligible Training Provider. In the event of such termination, there shall be no interruption in services for participants already enrolled in training.

B. [CSH _____] may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. Eligible Training Provider has thirty (30) days after the effective date to submit invoices for payment. Eligible Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

C. If Eligible Training Provider elects to remove themselves and their training programs from the approved Eligible Training Provider List, Eligible Training Provider is required to continue to deliver training until program completion for any participants financially supported by [CSH _____] under the same provisions that are included in this Agreement.

D. The Eligible Training Provider shall notify the appropriate [CSH _____] staff no later than ten business days following a participant's termination/drop from the training program.

E. Failure to respond to requests for previous or current participant information will result in termination of this Agreement.

F. Failure to Perform

1. If the Eligible Training Provider fails to perform, in whole or in part, as determined by the [CSH _____], [CSH _____] will notify the Eligible Training Provider in writing of such unsatisfactory performance. If the unsatisfactory performance continues, [CSH _____] will notify the Eligible Training Provider in writing of all ongoing deficiencies. The Eligible Training Provider will have ten (10) business days from receipt of notice in which to respond with a plan agreeable to [CSH _____] to correct said deficiencies.

2. Upon failure of the Eligible Training Provider to respond within the appointed time or failure of the Eligible Training Provider to respond with appropriate plans, [CSH _____] will cease enrollments into the Eligible Training Provider's programs until the Eligible Training Provider responds with a appropriate plans to correct its deficiencies. Should the Eligible Training Provider be unable or unwilling to correct its performance, [CSH _____] will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

G. Breach of Contract

The Eligible Training Provider shall give [CSH _____] written notice of any perceived breach, and it shall give [CSH _____] ten (10) business days from delivery by certified mail, (return receipt requested) of such notice to cure any perceived breach under the Agreement.

Section 8. Modifications

This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to this subject matter. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of [CSH] and an executive officer of Eligible Training Provider. The Parties agree to renegotiate this Agreement if revisions of any applicable state or federal laws, regulations, or decreases in allocations make changes to this Agreement necessary.

Section 9. Applicable Law and Jurisdiction

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

A. Confidentiality

Both Parties recognize they may have access to confidential student records. Both Parties will keep all records confidential to the extent required by applicable law, including, but not limited to, the Family Educational Rights and Privacy Act. Any information received by the Parties in the performance of this Agreement, or from any employee, student, or parent participating in or involved in the training, will not be shared or otherwise disseminated except as allowed or required by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (telephone number, e-mail address, and mailing address).

Section 10: Compliance with Applicable Laws and Regulations

No [CSH] WIOA participants, regardless of program [CSH] participants. [CSH] WIOA participants shall be afforded all the rights, privileges, and benefits available to the general population of the Eligible Training Provider. The Eligible Training Provider agrees that each individual referred by [CSH] staff for training will be evaluated for all financial aid eligibility normally available to other individuals.

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Parties shall not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner regarding the participants, employees or applicants. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Eligible Training Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States based on race, color, religion, sex, national origin, age, disability,

political affiliation, or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.

- 29 C.F.R. Part 38, which implements the nondiscrimination and equal opportunity provisions contained in section 188 of WIOA.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et. Seq.).

To comply with the Stevens Amendment, the Eligible Training Provider agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, the Eligible Training Provider shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Eligible Training Provider shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Eligible Training Provider agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

Section 11. Notices and Communications

The following individuals have been designated by the Parties to act as their liaisons for all issues related to this Agreement and to send and receive certified mail and other mail or written notices related to contractual obligations. Either Party may designate a different liaison by providing written notice of the name, title, address, email address, and phone number of the new representative to the other Party within [#] business days.

For Eligible Training Provider:
Name:
Title:
Address:
Email:
Phone:

For CSH
Name:
Title:
Address:
Email:
Phone:

Section 12. Signatures

IN WITNESS WHEREOF, the Parties hereby agree to abide by all terms and conditions set forth in this ITA Agreement, and upon placing their signatures below, have hereby caused this Agreement to be executed.

_____
Eligible Training Provider Representative Signature

_____
Print Eligible Training Provider Representative's Name and Title

_____
Date

_____
[_____] Representative Signature

_____
Print [_____] Representative's Name and Title

_____
Date