



## **EDUCATION AND TRAINING VENDOR AGREEMENT FOR APPRENTICESHIP PROGRAMS**

**Definition of Parties:**\_\_\_\_\_ (Vendor) and **Neighborhood Centers Inc.** on behalf of the Workforce Solutions system (Workforce Solutions), consisting of the Gulf Coast Workforce Board, the Houston-Galveston Area Council, and all contractors of the Houston-Galveston Area Council operating under the Workforce Solutions brand name. Unless specified otherwise in the section, each reference to Workforce Solutions includes all parties of the Workforce Solutions system. Execution of this Agreement does not constitute a guarantee or commitment to refer any customers to the Vendor.

### **SECTION 1 - LEGAL AUTHORITY**

Vendor assures that it possesses the legal authority to enter into this Agreement, and its governing body has authorized the signatory officials to enter into this Agreement and bind the Vendor to the terms of this Agreement and any subsequent amendments to it.

### **SECTION 2 - AVAILABILITY OF FUNDS**

Vendor acknowledges that payments related to this Agreement are contingent upon availability of grant funds received by Workforce Solutions. This Agreement may be terminated or modified at any time due to lack of funds or change in authorization.

### **SECTION 3 - INDEPENDENT CONTRACTOR**

It is expressly understood and agreed to by both parties that the Vendor is an independent contractor. Both parties understand and agree that Workforce Solutions is not liable for any claims asserted by any third party in connection with training or services performed by Vendor under this Agreement. Vendor understands and agrees that Vendor is not an employee of Workforce Solutions.

### **SECTION 4 - ASSIGNMENT OF SUBCONTRACTING**

Vendor may not assign this Agreement or subcontract any services hereunder without the express written consent of Workforce Solutions corporate office.

### **SECTION 5 - ACCESS TO RECORDS**

Vendor agrees to permit officers and employees of Workforce Solutions, or auditors and monitors as designated by Workforce Solutions, access to attendance records for Workforce Solutions customers for the purpose of investigation to ascertain compliance with this Agreement and applicable state and federal rules, regulations and orders.

### **SECTION 6 - RECORDS RETENTION**

Vendor agrees to retain records in accordance with the rules and procedures set forth by its regulatory agency. Vendor agrees to retain records beyond the prescribed period if any litigation or audit is unresolved.

### **SECTION 7 - MODIFICATIONS**



Any alterations, additions or deletions to the terms of this Agreement that are required by changes in federal or state law and/or federal, state or local regulations, are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. Vendor must notify Workforce Solutions financial aid office within fourteen (14) calendar days of such change if it cannot comply. Vendor understands that its inability to comply may be cause for terminating this Agreement.

#### **SECTION 8 - TERMINATION**

Either party may terminate this Agreement five (5) days after providing written notice to the other party.

#### **SECTION 9 - SEVERABILITY AND VENUE**

All parties agree that if any provision of this Agreement is determined to be invalid or unenforceable, such determination will not affect any or all of the other terms and provisions of this Agreement, which will continue in full force and effect.

#### **SECTION 10 - PUBLIC PRICING**

All services purchased under this agreement must be publically available (not offered exclusively to Workforce Solutions). Vendor agrees to charge Workforce Solutions no more than the publically disclosed price for services rendered to customers under this agreement. Workforce Solutions will not pay more than what would be owed by the student if the student had not received Workforce Solutions Financial Aid. Any amounts paid in excess of publically available prices are classified as overpayments and subject to Return of Funds as detailed in Section 12.

#### **SECTION 11 – REIMBURSEMENT TERMS**

Vendor must submit an invoice that describes the services it provided and the charge for those services, and contains the customer's name and service voucher number associated with the charges. Vendor may submit a copy of the service voucher with the invoice instead of including customer name and service voucher number on the invoice. Workforce Solutions will process invoices in the order received and within 30 days of receipt of invoice for authorized payments. Discrepancies may cause a delay in payment for reasons including but not limited to a) missing documentation, b) inaccurate information, and/or c) services rendered outside of the authorized period. Workforce Solutions will not pay for unauthorized services.

#### **SECTION 12 - OVERPAYMENTS / RETURN OF FUNDS**

If Vendor, Vendor's employees or agents submit false claims for payment or otherwise act in such a way to create an overpayment of Workforce Solutions' funds, Workforce Solutions reserves the right to recover funds from Vendor through withholding future payments or requiring Vendor to return funds to Workforce Solutions directly.

#### **SECTION 13 – ENDORSEMENT**

Nothing herein constitutes an endorsement of Vendor, or approval of Vendor's education and training programs by Workforce Solutions. Vendor must submit an application for each education and training program it wants to offer. Each program must be approved by Workforce Solutions before scholarships will be issued for said program.



#### **SECTION 14 – USE OF WORKFORCE SOLUTIONS BRANDING**

Vendor may not use “Workforce Solutions”, the Workforce Solutions logo or colors, or the name of any of Workforce Solutions’ corporate affiliates or contractors on signs, posters, websites, or other promotional materials.

#### **SECTION 15 – NON-DISCRIMINATION / ADA COMPLIANCE**

Vendor will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), the Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. Vendor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefit provided by federal and/or state funding, or otherwise be subjected to discrimination. Vendor will not discriminate against customers with disabilities or AIDS.

#### **Scope of Services**

This agreement covers education and training programs approved by Workforce Solutions staff through the Education and Training Service application process. The list of approved programs shall be maintained by Workforce Solutions, and may be found at [www.wrksolutions.com](http://www.wrksolutions.com). Services delivered outside of scope of the approved list are not eligible for payment by Workforce Solutions. Any payments made by Workforce Solutions for services delivered outside of the approved list are considered Overpayments and subject to Section 12 of this agreement.

#### **Responsibilities of Workforce Solutions**

1. Workforce Solutions Financial Aid Office is responsible for administering the vendor application, review and approval process. All inquiries about submitting, processing, approving and changing applications should be directed to the Financial Aid Office.
2. Workforce Solutions’ call center is responsible for awarding scholarships and determining the amount of the award. Scholarships will only pay for up to one year of training at a time.
3. Workforce Solutions career offices are responsible for issuing Enrollment Vouchers that detail the specific programs and/courses and associated tuition, books and fees the Voucher will cover.
4. The amount of tuition, books and fees on Enrollment Vouchers issued to Vendors must not exceed the amount(s) approved on the Vendor application.
5. Workforce Solutions Financial Aid Office will pay Vendors in a timely manner when the Vendor submits an invoice corresponding to a bona-fide Voucher issued by Workforce Solutions. The Financial Aid Office will only pay for the specific program and/or courses



and associated tuition, books and fees detailed on the Voucher and will not exceed the amount authorized on the Voucher.

6. Workforce Solutions career offices are responsible for collecting Progress and Attendance forms from customers enrolled in Vendor programs.
7. Workforce Solutions Financial Aid Office is responsible for investigating complaints, grievances and contract violations, and is responsible for removing a vendor and/or program from the approved vendor list in accordance with Workforce Solutions vendor complaint policy published at [www.wrksolutions.com](http://www.wrksolutions.com).
8. Workforce Solutions will pay Vendor via electronic funds transfer.

### **Responsibilities of Vendor**

1. Vendor will provide related instruction to apprentices as outlined in the training program application on file with the Workforce Solutions Financial Aid Office.
2. Vendor must ensure that students are in appropriate employment with a participating licensed contractor as a part of the apprenticeship program. Vendor will ensure that apprentices are making appropriate progress in gaining their hours of on the job learning while receiving the related instruction and will coordinate related instruction with the progress of each apprentice's on the job learning. Specifically, apprentices will not receive additional years of instruction until they have completed all requirements for the prior year(s) of the apprenticeship program.
3. Vendor must register students with the U. S. Department of Labor Office of Apprenticeships.
4. Vendor must supply documentation of the student's employment and registration with the U.S. Department of Labor Office of Apprenticeships in order to be eligible for reimbursement for related instruction.
5. Vendor will submit and maintain the appropriate applications and supporting documentation to Workforce Solutions Financial Aid Office for all training programs governed by this agreement.
6. Vendor will ensure that services delivered to Workforce Solutions students are in compliance with Vendor's regulatory body (U.S. Department of Labor) and will notify Workforce Solutions Financial Aid Office immediately of any changes in the status of the approval of any training programs or locations.
7. Vendor will accept Workforce Solutions Enrollment Voucher as authorization from Workforce Solutions to enroll the customer named on the voucher into the course(s)/program(s) listed on the Voucher.
8. After the customer is enrolled in the course(s)/program(s) listed on the Enrollment Voucher, Vendor is responsible for invoicing Workforce Solutions. Vendor must submit the invoice to Workforce Solutions Financial Aid Office to be paid.
9. Vendor must refund tuition and fees to Workforce Solutions Financial Aid Office according to the refund policy as approved by Workforce Solutions Financial Aid Office.



10. Vendor agrees to invoice Workforce Solutions in a timely manner and according to the Vendor's published billing and payment policies or within sixty (60) days of the end of the course, whichever occurs first. Failure to submit claims within sixty (60) days of the end of the course may result in forfeiture of payment.
11. Vendor accepts payment from Workforce Solutions via electronic funds transfer.

At its sole discretion, Workforce Solutions reserves the right to 1) not renew or terminate an existing vendor agreement, 2) refuse to initiate a new vendor agreement, or 3) discontinue referring Workforce Solutions customers to a vendor who is found to have committed repeated violations of Workforce Solutions policies including, but not limited to a) misrepresenting information or presenting false information to Workforce Solutions staff or customers, b) failing to report changes regarding the vendor status, or c) submitting false, misleading, or inaccurate claims for payment. Workforce Solutions will take appropriate action against anyone who knowingly and intentionally obtains funds through misrepresentation or fraud, including filing criminal charges with the appropriate authorities.

This Agreement is effective \_\_\_\_\_ subject to \_\_\_\_\_ continued status as a Workforce Solutions approved vendor.

**NEIGHBORHOOD CENTERS INC.**

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Douglas Shadle

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Senior Vice President & COO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date