



EDUCATION AND TRAINING PROVIDER AGREEMENT

Between

Workforce Solutions

OPERATED BY (Insert Name of Career Office Contractor)

And

(Insert Name of Vendor or Training/Education Organization)

The purpose of this agreement is to establish the process for enrolling Workforce Solutions customers into Vendor's approved programs and for the payment of approved costs, including tuition, fees, and related expenses. This agreement encompasses Workforce Solutions approved programs of basic skills preparation, occupational skills training, and education courses delivered by the Vendor to customers appropriately referred by authorized staff of Workforce Solutions offices. It is expressly understood by both parties that Workforce Solutions may make referrals of potential customers only to those programs of training and education approved by the Gulf Coast Workforce Board (the Board) and appearing on the Board's list of approved programs.

Because of federal and state regulations and local Board policy, the approval of some Vendor programs may be limited to the extent that only funds from a particular funding stream may be used to support a customer enrolled in that particular program. For instance, Workforce Investment Act funds may only be used to pay for skills training services under this agreement when the Vendor has completed the application process for a particular program, the program is approved by the both the Board and the Texas Workforce Commission, and the program is placed on the Workforce Board list and the State of Texas approved list of vendors for that program. Approval of any particular program does NOT constitute an approval of the Vendor for all its programs offered. Individuals may be referred for training and education services only in those programs with a specific approval.

This agreement by itself does not constitute a commitment for referral of any minimum number of customers to the Vendor. In addition, a Vendor using the process commonly known as "reverse referral" must understand that the career center is under no obligation to refer a potential customer back to the Vendor. Reverse referral is the process whereby an individual is referred by the Vendor to a career center for eligibility determination, enrollment, and referral back to the Vendor. Workforce Solutions staff, after eligibility determination and appropriate assessment and assuming that the customer is approved for a program of education or training, will assist the customer in making an informed choice concerning appropriate programs of training and education from among all such approved programs offered by all approved Vendors. Customers may be informed of the differences in costs, location, prior performance, and accessibility to public transportation, employment of previous completers of the various programs, etc. Vendor may not promise or guarantee that a potential customer will be eligible for



subsidized training through any Workforce Solutions funded program or activity and Vendor may not promise or guarantee that a customer will be referred to that Vendor for training or education.

A contract for services to a particular customer and a financial obligation by Workforce Solutions to pay for authorized tuition and fees expenses of the customer will exist only after an Enrollment Voucher has been properly executed for training and/or education under the terms and conditions of this agreement, and the authorized customer actually begins attending the approved program of the Vendor.

Period of Performance shall commence on _____ and continue through _____. Subject to Vendor's appearance and continuation on the Board's approved list, the period of performance shall renew annually beginning _____.

All payments to the Vendor by Workforce Solutions are contingent upon the continued funding of Workforce Solutions by the Board.

Workforce Solutions will provide the following:

1. Workforce Solutions will be responsible for assuring that all customers referred to Vendor with an enrollment voucher have been appropriately processed, using forms and procedures specified in Workforce Solutions System Standards and Guidelines maintained by H-GAC.
2. Workforce Solutions will assist Vendor by providing case management up to, and including customer's job search and job placement efforts. As a part of the case management process, Workforce Solutions will inform each eligible customer that the customer is required to notify appropriate Workforce Solutions staff upon award of any grants, entitlements, or scholarships.
3. Workforce Solutions will conduct periodic monitoring of the Vendor's training performance. This may include such things as site visits and follow-up contact with customers currently enrolled and with customers who have completed the program. Result of such monitoring will be shared with the Board staff and other Workforce Solutions contractors.
4. Workforce Solutions agrees to pay the tuition and fees in an amount no greater than the amount that would be calculated by reference to the tuition and fees schedule specified in the most recently published schedule of the Vendor applicable to the period for which registration occurred. In general, this should be the same amount as contained in the application of the Vendor to be on the approved list of Vendors of the Board. Increases in the schedule of tuition and fees of a Vendor must be well publicized in advance of actual implementation and notification of such increases must be given to the Board and to Workforce Solutions contractors. The schedule of tuition and fees must reflect

expenses that are no higher than those charged to non-subsidized members of the general public who enroll in the same program(s). If Board staff have negotiated lower, discounted prices and fees for customers subsidized with Board funds, those discounted prices and fees will be the maximum to be paid by Workforce Solutions contractors.

5. Workforce Solutions will make timely payment to Vendor when a bill detailing allowable expenditures is submitted no later than the tenth day following the end of each month of the period of performance incurred during the previous month. Other specific arrangements for payment of tuition and fees may be negotiated between the Vendor and Workforce Solutions.
6. Workforce Solutions will require the customer to sign an agreement specifying the responsibilities and expectations of the customer in return for financial assistance provided.
7. Workforce Solutions will provide the Authorization for Enrollment Form to the customer noting specific courses, programs, etc., in which s/he may enroll and for which Workforce Solutions will pay tuition and fees. Courses/programs not authorized will be the financial responsibility of the customer and/or the Vendor and not of Workforce Solutions.
8. Workforce Solutions will require the customer to inform Gulf Coast Careers staff of the amounts and dispensation of Pell Grant and other financial aid or other awards while in training and education activities funded by Workforce Solutions.
9. Workforce Solutions will require customer to provide to the assigned Workforce Solutions case management/counseling staff, on no less than a monthly basis, an attendance and progress report and a final report on all course/program grades and/or other measures of performance.
10. Workforce Solutions reserves the right at any time to terminate this agreement according to the provisions of Section VIII of the attached General Provisions to Vendor Agreement if it is determined that a customer is not receiving proper training or supervision, or that any terms of this agreement are being violated. Information and details leading to the termination of this Agreement will be provided to the Board and to other Workforce Solutions contractors.
11. With regard specifically to occupational skills training, Workforce Solutions will make referrals for such training primarily for job skills in occupations on the targeted occupations list or other appropriate occupations as indicated in the latest applicable Gulf Coast Workforce Board Plan prepared by H-GAC and subsequently approved by the Texas Workforce Commission. In addition, as indicated in the Board's Standards and Guidelines, a referral may be made for training provided by a Vendor in an occupation not on the targeted occupations list IF the customer's case manager clearly and sufficiently documents



in the customer's employment plan that the customer to be referred for such training has a high probability of employment upon completion of the training.

Vendor will provide the following services:

1. Vendor will determine the customer's ability to be enrolled in relation to the minimum qualifications as set out in the Program or Course Specifications. Vendor shall refer back to Workforce Solutions all customers not accepted by Vendor and shall provide Workforce Solutions with the reason for rejection of each customer not accepted. Vendor is under no obligation to accept/enroll customers referred from Workforce Solutions.
2. If a customer is accepted by the Vendor, Vendor will register the appropriately referred and authorized Workforce Solutions customer into the course(s)/program(s) authorized by Workforce Solutions case management/counseling staff on the Authorization for Enrollment Form for the agreed upon payment of tuition and fees up to the amount specified on the Authorization for Enrollment Form.
3. Vendor will provide training/education to the customer according to the curriculum as outlined in the catalog/brochure provided to the Board during the training and intensive service vendor application process. The Vendor is required to provide current and specific training and information to the customer regarding the authorized course(s)/program(s) in the same manner and to the same degree as it supplies such information to other non-subsidized customers.
4. Vendor will provide or make available necessary academic/vocational and/or other related counseling and/or other assistance to enhance the potential for the customer's success in the same manner and to the same degree it provides or makes available such services to non-subsidized customers.
5. Vendor will make available job placement services for Workforce Solutions customers in the same manner and to the same degree that Vendor currently provides such services to all customers.
6. Vendor will inform each eligible customer that the customer is required by Workforce Solutions to notify appropriate Workforce Solutions staff upon award of any grants, entitlements, or scholarships. If permitted by law and observed rules and regulations, and/or if it is a standard practice for vendor to inform a sponsoring agency or funding source of a customer's receipt of any additional grants, entitlements, or scholarships, the Vendor will notify appropriate Workforce Solutions staff upon award of any grants, entitlements, or scholarships.
7. Vendor will charge the same amount for tuition and fees and related expenses for Workforce Solutions customers as approved by the Board during the training and intensive



services application process, and in no case shall Vendor charge Workforce Solutions customers in excess of the amounts charged to non-subsidized customers enrolled in the same education/training program(s)/course(s).

8. When applicable, Vendor will prorate and refund tuition and fees according to the Vendor's published refund policy as approved by the Board during the training and intensive services application process.
9. Vendor will, unless specifically exempted by law or regulation, provide adequate (minimum of \$100,000) liability and accident insurance for all customers enrolled in its approved programs.
10. Vendor will ensure that no person shall, on the grounds of race, sex, religion, age, disability, citizenship, political affiliation or belief be discriminated against or denied training as a customer, nor shall any person be discriminated against because he or she is a customer in a Workforce Solutions subsidized program or other subsidized training program. Vendor agrees to post in a prominent location accessible to any customer, the "Equal Opportunity is the Law" notice. Vendor agrees to comply with all provisions of the Americans with Disabilities Act (ADA) and all regulations promulgated thereunder.
11. Vendor will submit a final bill to Workforce Solutions containing the following: customer's name, social security number, course title, and costs for tuition and fees. The bill should be submitted to the following location:

Attention of: _____
Workforce Solutions



Other Terms of the Agreement

General provisions are included as Attachment A to this Vendor Agreement and are incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this VENDOR AGREEMENT in two copies, each of which shall be deemed to be the original, this _____ day of _____, 2001.

Workforce Solutions

Vendor

Operated by: _____

Signature of Official

Signature of Official

Typed or Printed Name

Typed or Printed Name

Date

Date