



**Monterey County Workforce Development Board
Eligible Training Provider List (ETPL)**

**Master Agreement for Training Services
Non-Financial (WIOA and Non-WIOA Funded Training)**

I. DECLARATION:

The Monterey County Workforce Development Board, hereinafter referred to as the “Workforce Development Board” or WDB, and **Name of School/Training Provider**, hereinafter referred to as CONTRACTOR, enter into this Agreement to provide training services to Workforce Innovation and Opportunity Act (WIOA) Title I and Non-WIOA eligible participants (participants) referred by WIOA/Non-WIOA service providers located within the Monterey County workforce development area to the CONTRACTOR. The parties hereby agree:

CONTRACTOR agrees to provide occupational skills training to WIOA/Non-WIOA eligible participants referred by WIOA/Non-WIOA service providers on an individual basis in accordance with all requirements of the WIOA and Non-WIOA special funded grants, with Eligible Training Providers List (ETPL) policy and procedures, and in accordance with the procedures and conditions prescribed herein.

II. TERM:

The term of this Agreement is effective **_____** and shall continue as long as the CONTRACTOR is listed on the ETPL in the CalJOBS system (www.caljobs.ca.gov) as an approved training provider. This Agreement may be terminated by either party, upon thirty (30) days advance written notice to the other party.

III. GENERAL PROVISIONS:

A. Program of Training Services

CONTRACTOR agrees to provide participants one or more courses or classes, or a structured training regimen that leads to one or more of the following:

1. An industry recognized post-secondary credential, secondary school diploma or its equivalent, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements;
2. Employment; and/or
3. Measurable skill gains toward such a credential or toward employment.

B. Informed Customer Choice

CONTRACTOR agrees to ensure that participants make an “informed customer choice” and are trained in the skills needed to fill hiring opportunities in in-demand sectors and provided with career pathways in high wage occupations. The WDB will ensure the ETPL is updated with relevant information on available training programs, including performance and cost. The WDB will ensure that the ETPL information provided to participants is accurate, accessible and user-friendly.

This Agreement does not guarantee referral of participants to the CONTRACTOR.

C. Equal Employment and Nondiscrimination Requirements

CONTRACTOR is subject to the Equal Opportunity and Nondiscrimination requirements contained in Section 188 of WIOA, 29 U.S.C. § 3248.

CONTRACTOR must comply with WIOA Section 188 Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIOA Title I financially assisted program or activity. Equal Employment Opportunity and Non-Discrimination policy and procedures shall be posted at the CONTRACTOR's facilities at which CONTRACTOR delivers services to participants, and provided to each participant upon enrollment.

D. Records Maintenance, Retention and Monitoring

CONTRACTOR shall maintain the confidentiality of all information regarding participants or their immediate families, which may be obtained through applications, forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of WDB, such information shall be divulged only as necessary for the performance or evaluation of this Agreement and only to persons having responsibilities under the Agreement.

CONTRACTOR will retain financial, attendance, progress, grades, status and payment records relating to this Agreement for a period of three (3) years from the date of final payment of this Agreement. If, at the end of three (3) years, there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.

The WDB, the State of California, and/or the U.S. Department of Labor (DOL), or their designees shall have access to and the right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that CONTRACTOR shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Agreement. CONTRACTOR shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Agreement. CONTRACTOR'S performance under the terms and conditions herein specified will be subject to an evaluation by the WDB of the adequacy of the services performed, timeliness of response to participants and to the WDB, and general competency of CONTRACTOR'S organization and its staff.

Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention is permissible under this Agreement, as long as CONTRACTOR implements appropriate and reasonable internal controls in place to safeguard against inappropriate alteration of records.

E. Audits

CONTRACTOR will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation. CONTRACTOR shall cooperate with all auditors. CONTRACTOR must follow the audit requirements (single audit or program-specific audit requirements) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

Auditors performing monitoring or audits of CONTRACTOR will immediately report to the WDB any incidents of fraud, abuse or other criminal activity in relation to this Agreement, the WIOA or its regulations, or Non-WIOA funded grants.

F. Notification

CONTRACTOR shall immediately notify the WIOA/Non-WIOA service provider, when a participant has been:

- absent for more than three (3) consecutive days of instruction; and
- absent for more than five (5) total days from an instruction program.

CONTRACTOR shall have the right to cancel a participant from an instruction program based upon participants' non-attendance; it shall adopt a policy for doing so, consistent with applicable provisions of the California Education Code and implementing regulations, as specified below. CONTRACTOR's policy shall provide, at a minimum that the participant will be notified that his/her participation is cancelled, will be notified about the reason why, and will be notified about any refunds to which the participant may be entitled pursuant to the provisions of the California Education Code and implementing regulations. This cancellation notice shall be in writing and shall

be delivered by certified mail or other method that ensures the participant's receipt of CONTRACTOR's cancellation notice. CONTRACTOR must notify the WIOA/Non-WIOA service provider at least 3 (three) calendar days before cancelling a participant from training. CONTRACTOR shall provide the WIOA/Non-WIOA service provider with the reason for cancelling a participant and the proposed cancellation date.

Notices to the WDB regarding this Agreement shall be in writing and shall be addressed to: Monterey County Workforce Development Board, Attn: ETPL Coordinator, 1441 Schilling Place, North, Salinas, CA 93901. Notices to WIOA/Non-WIOA service providers shall be at the address designated by each particular WIOA/Non-WIOA service provider.

IV. FISCAL / REPORTING:

A. Financial Aid

CONTRACTOR shall make available to participants, upon request, information on Federal, State and local financial assistance; this obligation includes but is not limited to, information regarding PELL grants, which cover all or part of the tuition and fees, books, supplies and participant support costs for the course or program covered by the participant's Individual Training Account (ITA) contract. The ITA contract is an agreement developed by the WIOA/Non-WIOA service provider and the participant for the participant's training. PELL grants or other tuition fund sources must offset funds provided under this Agreement and, in combination with the PELL grant or other tuition fund sources, in no event may exceed the total cost of training services provided to a participant under this Agreement. WIOA/Non-WIOA funds must be used to supplement, not supplant, PELL grant awards and other types of tuition fund sources and financial aid.

B. Reimbursement

Reimbursement for the cost of training shall not exceed CONTRACTOR's standard published rate, as shown on the ETPL, for training including registration/fees, tuition, books, supplies. The WDB will not be bound by any changes to published rates unless the changes were approved on the ETPL at the time the participant's ITA contract was issued. New catalogs shall be mailed to: ETPL Coordinator, Monterey County Workforce Development Board, 1441 Schilling Place, North, Salinas, CA 93901. The WDB's share of training costs shall be documented on the participant's ITA contract. No payments will be made to the CONTRACTOR which exceed the amount authorized on the participant's ITA contract. Payments will be made to CONTRACTOR in accordance with the invoicing procedure set forth below.

CONTRACTOR shall provide a current course catalog to the WDB. Each such catalog shall include CONTRACTOR's participant refund policy and participant cancellation policy. CONTRACTOR's participant refund and cancellation policy shall provide for the participant's right to withdraw from CONTRACTOR's program and for participants' rights, if any, to a refund consistent with the California Education Code, sections 94885(a)(4), 94909(a)(8)(b), 94919 through 94922, and section 94927; and corresponding regulations set forth in Title 5, California Code of Regulations, section 71750. CONTRACTOR may, if it so chooses, provide for participant refund and withdrawal policies which are more beneficial to participants than the terms specified by the California Education Code and implementing regulations. Before participant enrollment, CONTRACTOR shall provide a prospective participant, either in writing or electronically, with a course catalog containing the CONTRACTOR's participant refund and participant discontinuance policies.

CONTRACTOR shall institute and maintain a written policy to ensure the return of unused WIOA/Non-WIOA tuition and training funds to the WDB. CONTRACTOR shall provide a copy of this refund policy to the WDB. CONTRACTOR's policy shall prioritize payment of refunds to the WDB, such that tuition and training refunds will be made to the WDB before any such refund is made to other granting or contracting agencies.

This Agreement does not guarantee any payments or payments in any particular amount to CONTRACTOR.

C. Invoicing Procedure

The WDB shall serve as the fiscal agent for this Agreement and will bear responsibility for expenditure reporting to the State, for processing CONTRACTOR'S reimbursement requests, and for tracking funds expended.

CONTRACTOR shall provide the WDB and the WIOA/Non-WIOA service provider a copy of the participant's ITA contract. Thereafter, CONTRACTOR shall provide the participant's WIOA/Non-WIOA service provider (case manager or counselor) with three separate invoices within fifteen (15) working days following the end of each payment period, as specified below

Training invoices shall follow a 40/50/10 submission and payment process, as follows:

1. **First Invoice (40%):** CONTRACTOR shall complete, sign and submit the first training invoice upon the first week of training, representing 40% of the total amount of the participant's ITA contract. Attached to the invoice, CONTRACTOR must provide proof of successful student enrollment and attendance;
2. **Second Invoice (50%):** CONTRACTOR shall complete, sign and submit the second training invoice half way through the training class/program, representing an additional 50% of the total amount of the participant's ITA contract. Attached to the invoice, CONTRACTOR must provide proof of successful student attendance and performance; and
3. **Third and Final Invoice (10%):** CONTRACTOR shall complete, sign and submit the third and final invoice for the remaining 10% of the total amount of the participant's ITA contract. Attached to the invoice, CONTRACTOR must provide proof of successful student completion of training and proof of an industry recognized credential, certificate and/or license obtained.

All invoices shall specify charges on an individual student basis, not to exceed the total participant ITA contract amount. In the event that the participant ITA contract total changes, i.e., change of courses, increased book costs, actual financial aid awards differing from projected awards, the WIOA/Non-WIOA service provider will complete and forward to the CONTRACTOR an amended participant ITA contract.

All invoices must include proof that performance outcomes have been met in accordance with the participant's ITA contract. CONTRACTOR shall use the following exhibits in the performance of this Agreement:

- a. ITA Invoice (Exhibit B)
- b. Monthly Student Attendance and Progress Report (Exhibit C)

For participants who enter into unsubsidized employment upon completion of their training, CONTRACTOR shall submit proof of placement information (i.e. name of employer, date of hire, job title, occupation/industry, hourly wage, and schedule of hours) with the last invoice.

For participants who obtain a credential, certificate or license upon completion of their training, CONTRACTOR shall submit a copy of the industry-recognized credential, certificate and/or license obtained with the last invoice.

Upon receipt of all invoices, the WIOA/Non-WIOA service provider will perform an independent review and validation of the invoice and documentation of performance outcomes before submitting the invoice and documentation to the WDB Fiscal Office to process for payment. Payment will be made within thirty (30) days from the receipt of invoice from the WIOA/Non-WIOA service provider.

The WDB will reallocate the remainder of total participant ITA contract funds not paid to CONTRACTOR if achievement of the participant's ITA contract goals are not met.

V. INDEMNIFICATION AND INSURANCE:

The parties to this Agreement, shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees. This obligation to defend, indemnify and

hold harmless shall survive the termination of this Agreement and shall extend to the expiration of the statute of limitations applicable to claims arising out of the performance of this Agreement.

CONTRACTOR shall furnish to the WDB a certificate of insurance, naming the County of Monterey as additional insured, from an insurer admitted to conduct business in the State of California or equivalent self-insurance. This certificate shall verify that CONTRACTOR carries comprehensive general liability insurance coverage in the amount of \$1,000,000 protecting CONTRACTOR and WDB against claims arising from bodily injury or death to persons occurring on CONTRACTOR business premises or otherwise through CONTRACTOR operation or performance under this Agreement but only in proportion to and to the extent caused by the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees. The WDB shall not reimburse the CONTRACTOR unless CONTRACTOR complies with insurance requirements specified in this Agreement.

VI. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT:

WDB and CONTRACTOR agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

VII. NON-EXCLUSIVE:

This Agreement is non-exclusive. The WDB expressly reserves the right to contract with other entities for provision of the same or similar services.

VIII. EXHIBITS:

The following exhibits are attached hereto and incorporated by reference:

Exhibit A – ETPL Provisions

Exhibit B – ITA Contract & Invoices

Exhibit C – Monthly Student Attendance and Progress Report

Exhibit D – WIOA Compliance and Certifications and Assurances

Exhibit E – Auto Liability Modification

THIS AGREEMENT IS APPROVED BY THE PARTIES HERETO:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written:

FOR COUNTY:	FOR CONTRACTOR:
<p>Chris Donnelly, Executive Director <i>Name and Title</i></p>	<p><i>Name and Title</i></p>
<p>Monterey County Workforce Development Board 1441 Schilling Place, North Salinas, CA 93901 <i>Address</i></p>	<p><i>Address</i></p>
<p>(831) 759-6644 <i>Phone</i></p>	<p>Phone Number <i>Phone</i></p>
<p><i>Signature</i></p>	<p><i>Signature</i></p>