



Health and Human Services
Workforce Investment Act Program

Funding Source: _____
Contract Number: _____

INDIVIDUAL TRAINING ACCOUNT CONTRACT
The Regents of the University of California

This Contract is made and entered into this _____ day of _____ 20____ ,
by and between The Regents of the University of California on behalf of its UC Davis Extension
(hereinafter called "PROVIDER), and the El Dorado County Health and Human Services
Agency, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

I. PROVIDER INFORMATION

Provider: _____ Telephone: _____
Address: _____
Mailing Address: _____
Authorized Representative: _____ Title: _____

II. CLIENT INFORMATION

Name: _____ Soc. Sec. No.: _____
Training Program & ETPL #: _____
Start Date: _____ Total Training Hours: _____
Completion Date: _____

III. SUMMARY OF COSTS

TRAINING COSTS	TOTAL AMOUNT	WIA AMOUNT	GRANT		OTHER	
			AMOUNT	SOURCE	AMOUNT	SOURCE
TUITION						
REGISTRATION FEE						
BOOKS						
SUPPLIES						
TOOLS						
EQUIPMENT						
OTHER: _____						
TOTAL:						

IV. PAYMENT SCHEDULE

Payments will be made Monthly Quarterly Other_____. Claims for reimbursement are due no later than 30 days from the last day of the scheduled billing period.

V. REIMBURSEMENT

PROVIDER shall submit claims on forms provided by AGENCY and will be reimbursed only for the costs identified under Section III, Summary of Costs. PROVIDER shall submit attendance reports and monthly evaluations to support all claims (community and state colleges are exempt). Claims will not be honored without proof of current Private Post-Secondary approval or waiver.

VI. DISPUTES AND GRIEVANCES

In the event of a dispute between the parties, a joint meeting will be convened to attempt informal resolution. Should informal discussion fail to resolve disputed issues, either party may seek resolution in accordance with California law.

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Deleted: applicable grievance procedures

VII. TERMINATION

This agreement may be terminated upon ten (10) day written notice to the other party. Any sum due to provider shall immediately be due and payable upon such termination, subject to Section VIII below.

Deleted: **FUNDING OBLIGATION**

Deleted: This contract may be terminated in whole or in part if AGENCY fails to receive sufficient Workforce Investment Act (WIA) funds to meet any or all of its obligations due to fund reduction, suspension, termination or other causes. AGENCY shall have the right to immediately and unilaterally reduce all or part of its obligations under this contract.

VIII. CONTRACT PROVISIONS

A. PROVIDER shall ensure that:

1. AGENCY will be informed of the amounts and disposition of financial aid awards to WIA students.
2. AGENCY will be provided with a copy of the Student Aid Report (SAR) received from the Department of Education
3. Contracts will be adjusted based on financial aid awarded after the start of the contract
4. Complete records and reports with regard to work performed, Pell Grant awards and other types of financial aid for the student will be kept and made available to AGENCY at their request.
5. Upon reasonable notice, PROVIDER shall allow access by the student, the subrecipient, the Department of Labor, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of the PROVIDER or subcontractor which are directly pertinent to charges of the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to PROVIDER's and subcontractor's personnel for the purpose of interviews and discussion related to such documents.
6. Appropriate standards for health and safety are maintained.
7. Appropriate standards for a drug-free environment, codified at 29 CFR, part 98, are maintained.
8. A copy of PROVIDER's refund policy shall be submitted to AGENCY upon contract execution. Provisions outlined in the policy will be strictly adhered to during the course of the contract. PROVIDER ensures that it will notify AGENCY of early client dropouts. Refunds must be processed by the PROVIDER no later than 90 days after the client's early withdrawal from the program and PROVIDER'S refund policy shall apply to AGENCY, not student, for W.I.A. portion of expenses.

B. PROVIDER further assures that:

1. Its agents and employees and any members of its governing body will avoid any actual, potential or appearance of conflict of interest.
2. Neither PROVIDER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. It will adhere to current AGENCY Individual Training Award Guidelines.
4. It will comply fully with the Workforce Investment Act, and all regulations promulgated under the Act, including nondiscrimination regulations, nepotism provisions, lobbying or political activities, religious activities and the government's right to seek judicial enforcement of the nondiscrimination assurances.
5. It is an Equal Opportunity Program. Auxiliary aids and services will be made available upon request to individuals with disabilities by either PROVIDER or AGENCY.

IX. MUTUAL INDEMNIFICATION

PROVIDER and AGENCY agree to defend , indemnify and hold one another harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

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The County officer or employee with responsibility for administering this contract is the Director of Health and Human Services or successor.

I certify that I am fully aware of the provisions of this contract and that I agree with and understand the Summary of Costs.

Client Signature	W.I.A. Case Manager Signature
<u>PROVIDER:</u>	<u>EI Dorado County Health and Human Services</u> <u>Agency, responsible for Community Action</u> <u>Agency Programs:</u>
Typed Name and Title	_____, Program Manager Typed Name and Title
Signature	Signature
Date	Date
	_____, Director of Health and Human Services Typed Name and Title
	Signature

Placerville:
3057 Briw Road
Placerville, CA 95667
(530) 642-4850
Fax (530) 626-9060

So. Lake Tahoe:
3368 Lake Tahoe Blvd Ste 100
So. Lake Tahoe, CA 96150
(530) 573-4330
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HEALTH AND HUMAN SERVICES WORKFORCE INVESTMENT ACT PROGRAM

*Employment and training services
for El Dorado County*

INDIVIDUAL TRAINING ACCOUNT GUIDELINES

I. PURPOSE

The Individual Training Account (ITA) Program is designed to provide the best possible vocational training to Workforce Investment Act (WIA) eligible clients on the basis of the client's interest, labor market demands, and the El Dorado County Health and Human Services Agency (HHSA) case manager's discretion. To accomplish this goal, the following guidelines have been developed to objectively identify appropriate programs.

II. TRAINING PROVIDER ELIGIBILITY

A. California State Eligible Training Provider List

All training providers, prior to being considered for the ITA program, must be named on the California State' Eligible Training List (ETPL). To qualify for the ETPL, training providers must:

1. Complete a Training Provider Application.
2. Complete a Training Program Application for each program the training provider wishes to make available to WIA funded clients.

B. Subsequent ETPL Eligibility

Training providers shall be evaluated annually to determine subsequent eligibility for the State ETPL. At this time the State has discretion to determine what criteria will be used for subsequent eligibility.

C. Labor Market

All training must relate to the local labor market, or another labor market to which the client is willing to relocate.

III. CLIENT ELIGIBILITY

All participants enrolled in the ITA program must be WIA eligible. They must also have been referred to the ITA program as a result of an assessment and the Individual Employment Plan (IEP). No one already attending school will be considered for an ITA at that school unless, at the discretion of the HHSA case manager, the need has been documented in the client's IEP.

IV. CLIENT PROGRESS

Progress reports or evaluations shall be submitted to the HHSA case manager on a monthly basis, or at intervals agreed upon by the HHSA case manager and the training provider. When clients are at risk of being placed on "academic probation", as defined by the training provider, the school shall notify the HHSA case manager so that intervention can occur to ensure successful progress by the client.

V. FEDERAL AND STATE FUNDED FINANCIAL ASSISTANCE

When other financial resources are unavailable, WIA funds can be used to pay for training costs and living expenses. Examples of grants to be explored include PELL, SEOG and CAL-C. WIA funds cannot be used to pay training costs or expenses where financial assistance or support service monies are available from other entities for the same purpose. WIA funds are to be used only to supplement, not supplant, other training assistance resources. The IEP or case notes shall include documentation of the client's financial assistance needs and the proper mix of WIA and other monies available.

The training provider shall assure that PELL, SEOG and/or other Federal/State or local grants available to the WIA client will not be used for the same expenses. The training provider shall fully disclose to HHSA the total financial obligations of the training and the investment being made by the client. Clients shall be signatory to the contract between the training provider and HHSA, certifying that they are aware of, and agree with, the summary of costs. In addition, grant monies, which are received after execution of the contract, shall be disclosed and refunded to HHSA if they supplant other training related resources.

VI. ITA CONTRACT

Training providers must enter into an ITA contract with HHSA for each client receiving WIA funds to attend training at that school. HHSA staff will review the contract with the training provider for overall acceptability. Due to changing conditions, this contract may be modified upon mutual agreement of HHSA staff and the training provider.

Two copies of the contract, each with original signatures, must be submitted to HHSA. After being signed by the HHSA Director, one original copy will be retained by HHSA; the other will be returned to the training provider. This process also pertains to contract modifications.

VII. MONITORING AND EVALUATION

There will be informal, on-going monitoring and evaluation conducted by HHSA staff. In addition, formal monitoring will be conducted at least once during the contract period or if a problem surfaces.

The monitoring and evaluation will encompass the following considerations:

A. School

On-site monitoring visits to schools will be conducted at least once during the contract period or if a problem surfaces. HHSA staff will make every effort to arrange the visits at a time convenient for the training provider staff. On-line training providers or schools that are located outside of the Sacramento Metropolitan area shall have a desk review only.

B. Client

On-site monitoring will include contacting clients to assure they are receiving training as designated by the ITA contract they have signed. Personal contact during class time will be kept to a minimum to avoid classroom interruption.

When appropriate, clients may be contacted by mail or by telephone during non-class hours. In addition, training providers are required to submit student evaluations to HHSA on a monthly basis or as appropriate.

VIII. INVOICING AND DOCUMENTATION

The HHSA invoice form shall be used for all ITA reimbursements to training providers. Invoices shall be submitted as agreed upon by HHSA and the training provider.

After being reviewed for accuracy and verified for accompanying documentation, payment of invoices will be approved by the appropriate HHSA staff. Approximately four weeks should be allowed for invoice processing.

Monthly evaluations, if required, are to be on file with the HHSA case manager prior to payment being processed.

HHSA reserves the right to refuse payment on invoices submitted over 90 days after contract end date.