

# Agreement

**The agreement that follows provides general guidelines on the responsibilities of both the Training Provider and the One-Stop Partners. It is an agreement for services provided with any federal, State or local government funding.**

By applying as an Eligible Training Provider, I agree to the following:

## **A. Training Provider Responsibilities:**

1. In cases of Individual Training Grants, the Provider will ensure the individual's eligibility for financial aid is determined before the end of the contract period.
2. Information about costs for fees, books, supplies, and tuition shall be supplied to the individual and the One-Stop System counselor or the appropriate State or local agency before the training is approved.
3. The Provider will submit any requested report of training, attendance, and performance to the designated agency. In cases where the individual must submit proof of attendance for other purposes (receipt of unemployment benefits, stipends, etc.), the Provider will certify such attendance on the appropriate form to designate appropriate attendance and satisfactory progress. Self-certifications of attendance and progress may be accepted for college credit degree programs.
4. The Provider must immediately notify the One-Stop System counselor or the appropriate State or local agency if individuals withdraw from training or if attendance or progress of any individual is unsatisfactory.
5. The Provider will, at a minimum, link with the One-Stop System and use the system to assist in placement. Specifically, to the extent possible, [One-Stop Career Centers](#) should be used for placement.
6. **The Provider of Training will submit all student enrollment and exit information, as well as any follow-up data required, to the Center for Occupational Employment Information via the website NJTraining Opportunities(njtopps.com). This information is required for all students entering the program regardless of funding source.**
7. The social security number must be used as an identifier for tracking enrollments and exits.
8. The Provider agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act, 42 U.S.C. 12102.

## **B. State Departments and Local One-Stop Partner Responsibilities:**

The State Departments and Local One-Stop Partners involved in funding training agree to abide by the following provisions:

1. Individuals will be referred to the Provider by an approved One-Stop System counselor via an "Individual Training Grant." This Individual Training Grant will detail the individual course information, training dates, trainee identifying information, and other necessary information to clearly identify the individual and training. When an individual is accepted into a program or course, a cost and fee schedule for individual courses will be established. Negotiated course costs and fees will apply, and the Provider will be compensated for training on an ongoing basis as specified in the vendor payment schedule.

2. The appropriate agency agrees to obligate all monies for all multiple course/semester courses at the time the applicant is enrolled in approved training. This applies to those courses included in the original training plan for the individual. Subsequent modifications to the original training plan must be developed with a new "Individual Training Grant" or a new contract and are subject to the availability of training funds.
3. The Agency agrees to compensate Providers for all training received by the individual as outlined in the Individual Training Grant or in the contract with the provider. Providers will be paid on a pro rata basis for individuals who drop out.
4. Payment vouchers (vendor invoices) will be sent to Providers for signature and certification on a pre-established schedule.
5. In cases of Individual Training Grants, requests for the student's current progress and financial aid status will be sent to the Provider 21 to 28 days before the scheduled invoice date to allow time for any necessary modifications.

**General Provisions:**

1. All payments will be sent to the training facility specified on each student's "Individual Training Grant" or on the contract for service.
2. The total amount of any grant to any one individual shall not exceed the limit set by the local Workforce Investment Board or appropriate State agency with which the Provider is dealing.
3. All student financial aid awards will first be applied toward the total cost of training prior to the use of public funds, except for needs-based living expenses where permitted by law and regulation.
4. Providers must be approved under the New Jersey Comprehensive Financial System (NJCFSS) and must submit form W-9 to the Office of Management and Budget, Vendor Control Unit, in the Department of Treasury.
5. Providers may not make changes to programs, courses, hours, locations, or other conditions of training as identified in the "Individual Training Grant" or negotiated contract for other training services without expressed written consent of the individual and the individual's One-Stop System counselor or other responsible official.
6. Providers are expected to meet expected performance levels established by the State or local Workforce Investment Board.

**Warranties:**

1. The Provider does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the Laws of the State of New Jersey and that said Laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any State employee, office, or official.
2. The Provider does hereby warrant and represent training and experience which reflect qualifications to perform the required training in a manner and on the terms and conditions set forth herein.