

CONTRACT – INDIVIDUAL TRAINING ACCOUNTS

THIS CONTRACT, dated this 17th day of April, 2012, is made and entered into by and between ST. LOUIS COUNTY, MISSOURI (“County”) and the Curators of the University of MO on behalf of the University of MO-St. Louis (“Provider”);

WHEREAS, County, through its Division of Workforce Development, Department of Human Services, administers and Adult Education and Employment Training Program with funds granted to County by the Missouri Division of Workforce Development pursuant to the Workforce Investment Act; and

WHEREAS, Provider meets all of the qualifications to serve as an occupational and training service provider and has been approved as eligible by the Missouri Economic Research and Information Center (“MERIC”); and

WHEREAS, the County Executive is authorized to execute this Contract by Ordinance No.

24,814;

NOW, THEREFORE, County and Provider agree as follows:

1. Provider agrees to accept Individual Training Accounts and provide training services for eligible WIA participants. Provider acknowledges that during the term of this Contract it may not receive placements from County. All Provider programs and courses must be approved by MERIC and be in the Standard Metropolitan Statistical Area (SMSA) or the State of Missouri.
2. Unless otherwise terminated pursuant to Paragraph 8.2 hereof, the term of this Contract shall expire June 30, 2013. At all times during the term of this Contract, Provider shall take such steps as are necessary for it to continue to be MERIC-approved; and at such time as Provider may no longer be MERIC-approved, this Contract shall automatically terminate. Upon termination for any reason, County shall compensate Provider for any services performed up until the date of termination.
3. Provider shall cooperate with Missouri Career Center staff, sharing information regarding progress, grades, attendance and certifications.
4. Provider shall ensure that students placed with Provider shall maintain satisfactory progress toward the training goal in order to continue in the program and for Provider to be eligible for funding for the student. Satisfactory progress is defined as:
 - A. 2.0 grade level in college/university degree programs and other training programs that provide grade level evaluations
 - B. For self-paced, modular, clock-hour training programs, satisfactory progress will be based on milestones addressed in terms of skills attainment and proficiency described in the training curriculum.
5. Provider shall ensure that all students placed by County at Provider’s facility shall work with Provider’s placement officer to secure employment.

5. Tuition Charges, Reimbursements and Allowable Costs

5.1. Standard tuition rates for a course or courses established by Provider will be the basis for calculating reimbursement payments for an individual training account. Charges for training shall not be more than that charged to the general public. Provider may only bill for actual costs incurred to include tuition and fees. Supplies and books may only be billed once the student is in receipt of them. Copy of the student's Monthly Progress and Attendance Report (Exhibit C) and a signed acknowledgement for books and supplies received by the student must accompany invoice requests.

5.2. Title IV funds and WIA funds must be coordinated on customers whose tuition costs exceed the approved WIA funds. In this instance, Provider agrees that its financial aid officer must provide the County with information concerning the amounts and disposition of HEA Title IV Awards and other types of financial aid to each WIA participant served.

5.3. If Provider receives both Title IV and WIA funds for the same student, Provider shall not retain both to cover the same costs.

5.4. When County submits an Individual Training Account Billing Form, (Exhibit B) indicating that the costs to be paid for a student are something other than what the program/course actually costs, County shall authorize the costs submitted as long as it is the same or less than what the program/course actually costs. If the costs to be paid are higher than what the program/course actually costs, County will require a substantive explanation of the increase and reserves the right to refuse to pay the higher amount.

However, for supplies County shall authorize the higher costs, in acknowledgement of Provider documenting these costs when submitting the billing. A signed acknowledgement for receiving the supplies must accompany the invoice in order to be paid for the charges.

6. Billings

6.1. All invoices for books and supplies must be accompanied by a signed statement by the student detailing the books and supplies received. Copy of the attendance records must accompany all invoices for tuition payments. Student must have a passing grade for additional payments to be made for future classes/courses/semesters. A copy of the certificate/certification must accompany all final invoices to be pay.

6.2. Bills should be submitted by the last working day of the month or the thirtieth day of the month (whichever comes first) in order for those bills to be processed and paid by the end of the following month. For billing purposes, Provider shall use the Individual Training Account Billing Form along with the approved Training Approval and Authorization-To-Pay billing Form (Exhibit A) with documentation of expenses attached.

6.2.1. For billing purposes, the student must be attending the program before submitting an invoice to Saint Louis County Division of Workforce Development. A copy of the attendance record must accompany Provider's invoice.

6.2.2. Provider shall not bill twice for the same course.

6.2.3. Saint Louis County Division of Workforce Development shall be billed at the lowest rate available.

6.3. Payment for training services is dependent upon the receipt of funds by the awarding party or funding source.

6.4. Provider shall only bill for actual costs incurred. Documentation is required for all expenses. If the documentation does not support the costs being billed, payment will be withheld until appropriate documentation is submitted.

6.5. When submitting WIA billings to Saint Louis County Workforce Development the following must be adhered to by Provider:

6.5.1. Payment for books, tools and other supply costs must be documented. Such documentation must be forwarded to Saint Louis County Division of Workforce Development. All supply costs must be reasonable and must be an item that is required to complete the class. Saint Louis County Division of Workforce Development may, at its option, correct billings to comply with this policy.

6.5.2. Provider may only bill for the current semester/class after verification that the student actually started the class

6.5.3. Billings submitted incorrectly will either be corrected by Saint Louis County Division of Workforce Development staff or returned to the training institution for correction. Billings corrected and changed may be done so without prior training institution approval.

6.5.4. Changes when they occur will be consistent with the most recent individual training account to facilitate prompt payment. Corrections to billings will be reflected on the payment printout included with the monthly payment. Corrections, when required, may delay payment by one month.

6.5.5. Invoices sent without the completion of the Individual Training Account Billing form will cause a delay in processing your payment request(s).

6.6. Payment may be withheld or Provider approval may be revoked or suspended by Saint Louis County Workforce Development for inaccurate or fraudulent documentation.

6.7. All invoices for payments must be submitted for processing with 45 days after completion. Saint Louis County Division of Workforce Development reserves the right to refuse payment for any invoice submitted past the deadline.

6.8. A copy of the certificate/certification/credential attained must accompany all final invoices prior to being reimbursed.

6.9. In the event a placed student never starts or terminates, (defined as the last day of attendance) the refund policy between Provider and the contractor shall be applied. The Participant Termination Report (Exhibit D) must be submitted by Provider within three (3) days, via electronic delivery and submitted to Saint Louis County Division of Workforce Development.

6.9.1. The instructional period in which the student is terminated will be the basis for determining the refund. The refund policy will be applied to the payment made for the last instructional period attended. Payments will not be made for subsequent instructional periods.

6.9.2. A partial refund is required for any student who did not complete the course for which payment has already been made to the training institution.

6.10. Equipment, books, tools and supplies paid with Job Training funds are the property of the student to whom they were issued.

7. Reports and Record Keeping

7.1. Provider shall maintain participant records pertaining to the program for a period of three (3) years from the end of each fiscal year.

7.2. WIA participant records that shall be maintained are:

1. Training Approval and Authorization-To-Pay Form
2. Individual Training Account Billing Form
3. Individual Training Account Participant Termination Report
4. Attendance records (i.e. time cards, class records, etc.) which support the reimbursement method which is utilized.
5. Source documentation for supplies and tools which are reimbursed

7.3. Documentation shall be maintained for all students that support the data submitted to the Saint Louis County Workforce Development to meet the requirements of Section III and V of the Workforce Investment Act Training Provider Certification.

8. Miscellaneous Terms and Conditions.

8.1. Provider agrees to utilize such forms and reporting documentation as are required of it by County, including the forms attached to this Contract as Exhibits.

8.2. Termination.

8.2.1. An event of default shall mean, with respect to Provider, the failure to perform in the manner described in this Agreement and, with respect to the County, the failure to compensate Provider for its duly approved and documented expenses in compliance with of this Contract. Upon the occurrence of an event of default on the part of Provider, County shall notify Provider in writing of the occurrence and nature of the event of default.

8.2.2. Any such termination by County due to an event of default on the part of Provider shall be effected by delivery to Provider of a written Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective. If, after Notice of Termination of this Agreement for default under (A) above has been delivered to Provider, it is determined for any reason that Provider was not in default pursuant to (A),

or that Provider's failure to perform or make progress in performance is due to causes beyond the control and without the fault or negligence of Provider, the Notice of Termination shall be canceled, and the Contract will continue in full force.

8.2.3. Either party may cancel this Contract without penalty upon 30 days written notice.

8.2.4. After receipt of a Notice of Termination and except as otherwise directed by County, Provider shall immediately stop work under the Contract on the date and to the extent specified in the Notice of Termination.

8.3. Notices. All notices required by this Contract shall be made, if to County, to:

Director of County Division of Workforce Development
26 North Oaks
St. Louis, Missouri 63121

and if to Provider, to:

Melissa Hattman
One University Blvd., 121 Woods Hall
St. Louis, MO 63121-4400

8.4 Audit and Inspection of Records. Provider shall maintain accounting records and other evidence pertaining to the costs incurred under this Contract. All invoices shall be taken from the books of account kept by Provider and Provider shall have available copies of receipted bills or other documents reasonably required by County. Provider shall permit the authorized representatives of County to inspect and audit all data and records of Provider relating to its performance under this Contract. These data will be made available for inspection by County at all reasonable and mutually convenient times at the office of Provider during the Contract period and for three years beyond the end of the Contract term. All documents, papers, accounting records and other material pertaining to costs incurred with respect to the Contract shall be retained.

8.5. Assignment. Provider shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of County thereto provided, however, that claims for money due or to become due to Provider from County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

8.6. This Contract shall not continue absent appropriation of sufficient funding therefor by the County Council. In the event of failure of the County Council to appropriate sufficient funds for any payment due hereunder or under any renewal contract, this Contract shall terminate immediately without need of notice to Provider.

8.7. This Contract shall be governed by and construed under the laws of the State of Missouri, United States of America, and the federal laws of the United States of America. The parties hereby irrevocably consent to the jurisdiction of any Missouri State Court located in St. Louis County, Missouri or ~~United States Court located in St. Louis, Missouri,~~ for purposes of enforcement of this Contract. This provision shall survive if this Contract is adjudged void or should be cancelled, annulled or terminated;



8.8. If any Provision in this Contract shall be judged illegal, all other provisions shall continue in force and effect and remain binding on the parties;

8.9. Provider shall not discriminate against any student because of race, color, religion, disability, gender, sexual orientation or national; provided however, that with disability, the disability must not be such as would, with reasonable accommodation, in and of itself preclude be the student effective participation in the program;

8.10. Failure by either Provider or County to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of the terms contained herein.

PROVIDER **The Curators of the University of Missouri on behalf of the University of Missouri-St. Louis**

Gloria Leonard
Title: **Director of Business Services**

(please complete notary acknowledgement at end of signature page)

(please attach proof of authority of governing body or board of Provider to execute this Contract)

Attest:

ST LOUIS COUNTY, MISSOURI

Genevieve de Gaul
Administrative Director

Charles G. Osley
COUNTY EXECUTIVE

Approved:

Andrew Jacob Jensen
Director, Department of Human Services

Approved as to Legal Form:

Pat Reddy
County Counselor

I certify that sufficient funds to pay the contract amount exist in the appropriation account from which the obligations of this contract are to be charged, to the extent that funding from federal or state sources continues to be received.

[Signature]
Accounting Officer

Before me appeared Gloria Leonard, known to me as (title) Director of Business Services of (name of Provider) University of Missouri - St. Louis, and averred that of her/his own free will, s/he executed this Contract on behalf of (name of Provider) University of Missouri - St. Louis, with its full authority.

Notary public: Charles E. Ellis

