



Eligible Training Provider Terms & Conditions

To remain eligible for the ETPL, training providers (contracted and subcontracted) must continually comply with the following obligations:

- (a)** Provide services in an ethical, professional and timely manner;
- (b)** Not rely solely on funds from the Department to remain in business, which is defined as not having more than 20% of students funded by the Department at any one time;
- (c)** Not use the Department's logo, or market, advertise, or imply the existence of a relationship with the Department, without express written approval by the Department;
- (d)** Not recruit on Department premises without Department Manager or Director approval;
- (e)** Not use Department approval or prospective approval as a condition for accepting a student, reviewing a student's application, assessing a cost or fee to a student, or otherwise making any type of decision regarding a student's enrollment or standing in the training program;
- (f)** Acknowledge and accept responsibility for all actions or inaction of any contractor or subcontractor the training provider uses, including not charging students directly for any costs imposed by a contractor or subcontractor's failure to provide services or make payments to the training provider;
- (g)** Not contact Department employment counselors unless the contact is regarding an individual student in common and the student has signed a Department Release of Information form;
- (h)** Submit to and cooperate with all Department audits and requests for information, including site visits;
- (i)** Not expect or require a minimum number of Department referred customers;
- (j)** Follow all applicable laws to operate as a school, including having any required accreditation, licensing, registration, and certification;
- (k)** Respond to Department complaints and requests within 48 hours of receiving the complaint or request;
- (l)** Notify the Department within 10 days of any change to the services the training provider is providing, including but not limited to:
 - (i)** Material changes in the coverage or availability of the courses or programs being offered;
 - (ii)** Changes in the location(s) where courses or programs are being offered or held;
 - (iii)** Changes in the cost of attendance, including changes in tuition, fees, or any other cost imposed or required by the training provider;
 - (iv)** Changes in accreditation, approval, certification, or licensing, including the commencement of formal or informal action or investigation to potentially remove or change accreditation, approval, certification, or licensing;
 - (v)** Changes in the identity or status of contractors or subcontractors being used;
 - (vi)** Changes in the ownership, management, or control of the training provider; and
 - (vii)** Changes to the provider's refund policy, grievance procedure, or limited English proficiency plan;
- (m)** Ensure that all physical facilities necessary for operation as a school are adequate for that purpose and are compliant with all applicable laws, including the Americans with Disabilities Act and related authorities;
- (n)** Abide by the Department's Equal Opportunity Clause and equal opportunity and nondiscrimination requirements contained in Section 188 of the Workforce Innovation and Opportunity Act, including allowing yearly Equal Opportunity monitoring by the Department;
- (o)** Post the Department of Workforce Services Equal Opportunity Notice (Equal Opportunity is the Law);
- (p)** Notify the State of Utah Finance Division of any changes to the training provider's bank account or mailing information;

- (q) Provide Department-approved students with progress and attendance reports upon request;
- (r) Comply with all applicable consumer protection laws, including but not limited to the Utah Postsecondary Proprietary School Act, Utah Code Ann. § 13-34-101 et seq., and the Utah Postsecondary School State Authorization Act, Utah Code Ann. § 13-34a-101 et seq.;
- (s) Remain in good standing with the Division of Consumer Protection;
- (t) Report to the Department within 10 days any action or investigation by the Division of Consumer Protection of which the training provider becomes aware;
- (u) Report to the Department within 10 days any adverse action or investigation against the training provider in any other state;
- (v) Submit annual performance data on WIOA-funded students as required by the Department and according to deadlines set by the Department;
- (w) Submit annual performance data on all students attending ETP approved programs as required by and according to deadlines set by the Department;
- (x) Not report any false or inaccurate information to the Department; and
- (y) Abide by the Training Provider Terms and Conditions Agreement.

Training Provider Terms and Conditions, Noncompliance.

- (1) Training providers must agree to comply with the Training Provider Terms and Conditions Agreement. If a training provider does not follow the Terms and Conditions Agreement, the provider and all of its programs will be removed from the ETPL.
- (2) If a training provider reports false or inaccurate information during the initial or continued eligibility process or substantially violates a provision of Title I of WIOA or its implementing regulations, including Equal Opportunity (EO) regulations, the training provider and all of its programs will be removed from the ETPL. The Department may also do an onsite visit to ensure compliance with WIOA and EO regulations. Removal from the ETPL under this subsection shall be for a period of at least two years.
- (3) If a provider has been removed from the ETPL the Department will not pay for any additional training costs for any current or future clients until the training provider is eligible to reapply for ETPL initial eligibility.
- (4) If a training provider has been removed from the ETPL, they will be notified if they will be eligible to reapply for initial eligibility and when they can submit a new application.
- (5) If a training provider or program fails to comply with these rules, the Department may:
 - (a) Remove the training provider or program from the ETPL for a set period of time, not to exceed two years;
 - (b) Remove the training provider or program from the ETPL until the training provider or program can establish compliance with these rules and any rehabilitative measures established by the Department; or
 - (c) Take any lesser action.
- (6) Any removal from the ETPL under these rules applies to the training provider or program that is removed as well as any successor training provider or program.
- (7) A training provider that receives Department funds during any period of noncompliance with these rules shall be liable to repay all Department funds received during the period of noncompliance. If the training provider's removal from the ETPL does not fall under Subsection (2) above, the Department may, in its discretion, suspend or waive all or part of an overpayment.