

Eligible Training s List (ETPL) Provider Portal Terms of Use Agreement

Section 1. Agreement Terms

1.1 Definitions

(A) Eligible Training Provider (Training provider) as defined under 20 CFR § 680.410:

- (a) Is the only type of entity that receives funding for training services, as defined in 20 CFR § 680.200, through an individual training account;
- (b) Must be included on the State list of eligible training providers and programs under this subpart;
- (c) Must provide a program of training services; and
- (d) Must be one of the following types of entities:
 - (1) Institutions of higher education that provide a program which leads to a recognized postsecondary credential;
 - (2) Entities that carry out programs registered under the National Apprenticeship Act (29 U.S.C. 50 *et seq.*); or
 - (3) Other public or private providers of training services, which may include:
 - (i) Community-based organizations;
 - (ii) Joint labor-management organizations; and
 - (iii) Eligible providers of adult education and literacy activities under title II of WIOA if such activities are provided in combination with training services described at § 680.350.

(B) Eligible Training Provider participant: is any individual who is enrolled in a training listed on Minnesota's Eligible Training Provider List.

1.2 Effective Date and Expiration Date

This Agreement shall take effect upon signature and will remain in effect until replaced by a subsequent agreement or if the eligible training provider or the Minnesota Department of Employment and Economic Development (DEED) cancels the agreement.

1.3 Eligibility

To be eligible to join Minnesota's ETPL, a training provider must:

- A. Have a physical location in Minnesota;
- B. Have the trainings be open to the public; and
- C. Be registered, licensed or hold current exemption from licensure status with the appropriate state agency including but not limited to:
 - (i) Eligible training providers licensed, registered, or deemed exempt by the Minnesota Office of Higher Education (OHE),
 - (ii) Eligible training providers approved by the Department of Commerce,
 - (iii) Eligible training providers licensed by the Minnesota Department of Public Safety,
 - (iv) Eligible training providers licensed by the Minnesota Department of Transportation,
 - (v) Eligible training providers licensed by the Minnesota Board of Cosmetology Education,
 - (vi) Registered apprenticeship programs recognized by the Minnesota Department of Labor and Industry or the United States Department of Labor, or

- (vii) An eligible training provider approved by any other Minnesota state agency as described in 29 USC § 3152 (a) (2) (C).

1.4 Compliance

Training provider agrees to comply with the provisions outlined in this Agreement and DEED ETPL and WIOA Certification for Training Programs policy.

Section 2. Equal Opportunity

Training provider certifies that it will comply with, and has the ability to comply with, all nondiscrimination and equal opportunity provisions of applicable state and federal civil rights laws.

Section 3. Provider Information and Reporting

Training provider agrees to supply information about their courses and programs in the provider portal. Training provider also agrees to provide Eligible Training Provider participant outcomes to OHE for inclusion in Minnesota Statewide Longitudinal Education Data System (SLEDS) for compliance with Workforce Innovation and Opportunity Act (WIOA) reporting requirements.

Training provider understands, whenever possible, DEED will leverage provider and participant data that DEED maintains for compliance with federal reporting, including data available through the Integrated Postsecondary Education Data System (IPEDS) or data available through SLEDS.

Section 4. Submission of data to the Minnesota Statewide Longitudinal Education Data System

Training provider agrees to submit all participant data to OHE, including but not limited to program information, participant names, social security number, dates of birth, demographics, enrollment or participation dates, credentials completed, and other requested data. Training provider agrees to utilize the data collection system and procedures established by OHE.

Section 5. Data Use

5.1 Federal reporting purposes

Training provider understands that data used by DEED and the U.S. Department of Labor's Employment and Training Administration is limited to aggregated Eligible Training Provider program participant data for federal reporting, including but not limited to the following data:

- a. ongoing program licensure, registration, and exemption status;
- b. business partnership documentation;
- c. information about programs and resulting credentials for which the provider is authorized or licensed to operate under state law;
- d. physical and programmatic accessibility of training for individuals, both employed and with barriers to employment, including individuals with disabilities; and
- e. cost information for attendance, including tuition and fees.

See 29 U.S.C. § 3152, 29 U.S.C. § 3141 (b)(2)(A)(i)(I) – (IV), Training and Employment Guidance Letter (TEGL) 3-18, and TEGL 8-19.

Training provider understands that under federal law, the U.S. Department of Labor's Employment and Training Administration requires that States such as Minnesota submit data from Minnesota's eligible training providers' programs in an unsuppressed format for performance reporting. The U.S. Department of Labor's Employment and Training Administration publishes State's ETPL programs performance data using the U.S. Department of Labor's Employment and Training Administration's suppression practices. By signing this Agreement Training provider allows DEED to submit Training provider's program's performance data to the U.S. Department of Labor's Employment and Training Administration for their uses.

5.2 Coordination of data collection

Training provider understands that ETPL Provider Portal users' contact information from the ETPL Provider Portal may also be shared between DEED and OHE for communicating with Eligible Training Providers for coordination of data collection efforts and data validation.

5.3 Additional Uses

Training provider understands that training provider's courses, training programs, related program data, and outcomes will be used to:

1. Provide public career data to the public through Minnesota's public eligible training provider list, the [Career and Education Explorer website](#), and Minnesota's labor exchange webpages including CareerForceMN.com;
2. Provide summary information to federal, state, and local entities related to WIOA requirements;
3. Provide summary information and aggregate outcomes to the U.S. Department of Labor's Employment and Training Administration;
4. *Provide public career data to Credential Engine's online credential registry for public use; and
5. Perform research for and evaluation of federal and state-supported education and training programs through SLEDS.

*Regarding #4, an eligible training provider may opt-out of being listed on the Credential Engine's online registry by emailing: info@credentialengine.org.

Section 6. Data Privacy

Training provider agrees to use secured method to transmit data for reporting purposes.

Training provider understands that all data shared with DEED pursuant to this Agreement will be maintained according to DEED's record retention schedule and applicable laws.

Training provider understands that the information provided to DEED may be governed by the Minnesota Government Data Practices Act (Minn. Stat. §§ 13.01 et. seq.) (the "MGDPA") and/or federal law. DEED may be obligated to maintain and release the information in a manner required by the MGDPA and/or federal law and cannot be held liable for disclosures made as required by the MGDPA and/or federal law.

Sec. 7 Program Update and Review Requirements

Training provider agrees to review and update their program detail and course listings in the portal every two years as required by applicable law.

Training provider understands that it is their responsibility to review and update their program and course listing periodically in the portal to ensure customers are receiving the most up-to-date information about training options.

Sec. 8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Training provider certifies that neither it nor its principals is presently debarred or suspended from receiving assistance or funding from the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Training provider shall provide immediate written notice to DEED if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

Sec. 9 Liability

Training provider is responsible for its own acts and behavior and the results thereof.

Sec. 10 Cancellation

Training provider may request that DEED remove their programs from the ETPL upon thirty (30) days written notice to the ETPL administrator.

DEED retains the right to remove a training provider from the ETPL due to noncompliance with the provisions outlined in the terms of use.

By selecting the box, Training provider agrees to the terms of use set forth in this Agreement.

Training provider's name: _____

By printing your name below, this serves as your electronic signature. Your signature represents that you have authority to sign this Agreement on behalf of the Training provider.

Signature: _____

Title of person signing this Agreement: _____

Date: _____ (auto filled date)