



Training Provider Agreement - Renewal

This Training Provider Agreement is by and between **WORKNET PINELLAS, INC., d/b/a CAREERSOURCE PINELLAS**, hereinafter referred to as **CareerSource Pinellas** and **UMA Education, Inc. d/b/a Ultimate Medical Academy** hereinafter referred to as the Training Provider.

Whereas, CareerSource Pinellas has available funding for certain training of eligible individuals under the Workforce Innovation Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF), Trade Adjustment Act (TAA), Supplemental Nutritional Assistance Program (SNAP), and other special project training funds and;

Whereas, in response to the training needs of youth and unskilled and/or dislocated workers in Pinellas County, CareerSource Pinellas may request from time to time that the Training Provider provide certain prescribed training to eligible individuals referred by CareerSource Pinellas, and;

Whereas, the Training Provider agrees to provide the above referenced training, subject to the terms and conditions set forth hereinafter, and;

Whereas, this Agreement summarizes the agreement of CareerSource Pinellas and the Training Provider as to the training program(s) to be provided to those eligible individuals referred by CareerSource Pinellas staff and accepted by the Training Provider and the operating procedures governing payment for that training program, and;

Whereas, authorized CareerSource Pinellas staff acts as the referral agent for CareerSource Pinellas customers, and;

Whereas, CareerSource Pinellas is authorized to make payment of tuition, fees, materials, supplies, etc;

NOW, THEREFORE, the following General Provisions are HEREBY AGREED TO BY THE PARTIES.

A. STATEMENT OF WORK

1. Eligible individuals referred by CareerSource Pinellas staff to the Training Provider shall be enrolled, only if Training Provider's admissions criteria has been satisfied, only in the approved training course(s) and only for the designated period of time specified on the CareerSource Pinellas Individual Training Account Voucher. At no time can the Training Provider allow CareerSource Pinellas student to switch training programs or to extend their training at CareerSource Pinellas cost, without written approval via the issuance of an updated Individual Training Account Voucher from CareerSource Pinellas and/or its designated contractors.

The tuition charged shall be based on the tuition submitted with the Training Provider's application, less applicable discounts for these courses. CareerSource Pinellas cannot pay other fees that are not specified in this Agreement or on the Individual Training Account Voucher or having been approved by CareerSource Pinellas as per this Agreement.

2. For individuals requiring a renewal of their CareerSource Pinellas Individual Training Account Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of

progress report. CareerSource Pinellas students shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.

3. The Training Provider shall provide the course(s) as specified in the approved program description. The Training Provider shall notify CareerSource Pinellas of any changes in the approved program descriptions prior to the enrollment of any individual referred by CareerSource Pinellas staff.
4. Course content, teaching strategy, and overall program descriptions shall be the exclusive responsibility of Training Provider. Nothing in this Agreement shall give CareerSource Tampa Bay the right to review, edit, or modify Training Provider's courses.
5. It is understood and agreed that WIOA customers will receive a comprehensive objective assessment and individual service strategy by CareerSource Pinellas to determine the most appropriate training for each individual. Only those customers determined to be in need of training through this objective assessment will be referred to the Training Provider by CareerSource Pinellas. Neither the Training Provider nor the customer is authorized to enroll the customer into additional training courses or programs without prior written consent of CareerSource Pinellas staff.
6. All CareerSource Pinellas students, regardless of program, but including those students eligible for WIOA or welfare transition assistance, shall not be discriminated against in receipt of such financial aid solely on their status as CareerSource Pinellas customers. CareerSource Pinellas students, including WIOA/welfare transition customers, shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Provider. The Training Provider agrees that each individual referred by the CareerSource Pinellas staff for training will be evaluated for all financial aid eligibility normally available to other students.
7. The Training Provider shall adhere to the Workforce Innovation and Opportunity Act (WIOA) as to the disposition of the Pell Grant for individual customers. Pell Grant dollars must be used to pay tuition for WIOA customers in training. A WIOA customer may enroll in WIOA-funded training while his/her application for a Pell Grant is pending as long as CareerSource Pinellas staff has made arrangements with the Training Provider and the WIOA customer regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the Training Provider must reimburse CareerSource Pinellas the funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed directly to the customer for education-related expenses.
8. The Training Provider will seek and coordinate other funding sources for WIOA students in accordance with Training Provider's normal procedures. The Training Provider agrees to notify CareerSource Pinellas staff in writing on a quarterly basis of any financial aid provided to students so long as each student has a signed FERPA release on file. It is the responsibility of the Training Provider to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The Individual Training Account Voucher will specify the expenses that will be paid for by CareerSource Pinellas funds.
9. The Training Provider acknowledges and understands that remuneration to attract CareerSource Pinellas students is prohibited.
10. The Training Provider understands that this Agreement does not guarantee any referrals, set aside any training vouchers, or budget any funds whatsoever for the approved training programs offered by the Training Provider and covered by this Agreement. All decisions regarding the issuance of a training voucher will be made on a case by case basis by CareerSource Pinellas, and/or its contractors, taking into consideration the information available, including the assessed needs of the potential trainee, geographical location of the training and the residence of the potential trainee, any

additional costs of the training to the trainee, etc. Potential trainees requesting specific training from a pre-selected school will be given a list of approved Training Providers who provide the same type of training in order to allow the potential trainee to research each school before making a final decision. The decision to issue a training voucher to any approved training program at any particular Training Provider is at the sole discretion of CareerSource Pinellas and/or its designated contractors.

B. PERFORMANCE REPORTING

Training Providers must supply performance information to the Florida Education and Training Placement Information Program ("FETPIP"). Reporting to FETPIP is a requirement of this Agreement. The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility, the Training Provider is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner.

The required performance information will be: Required performance information for all students:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment
- Additional non-WIOA student data may be required by DOL and DEO to be provided yearly for Federal reporting requirements.

In addition, Training Providers are required to report outcome/performance information on CareerSource Pinellas students to CareerSource Pinellas. At a minimum, that includes:

- Percentage who completed the program
- Retention rates for completers at six months
- Wages for completers at six months
- Rates of licensure, degree attainment or certification

Both parties agree that all individual student reporting is subject to the Family Educational Rights and Privacy Act ("FERPA"). Training Provider will require all students referred by CareerSource Pinellas to sign Training Provider's FERPA waiver.

C. AGREEMENT PERIOD

This Agreement will become effective on **July 1, 2020**, and remain in effect until **June 30, 2022**, with the option to renew for two additional years as long as approved by the Workforce Solutions Committee and Board of Directors and the Training Provider provides annually; performance data, valid licensures, and updated costs for tuition and fees.

Failure to respond to request for previous or current participant information will terminate this Agreement. With exception to the above statement of cancellation, this Agreement may be cancelled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for customers already enrolled in training.

D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to the Training Provider by

CareerSource Pinellas as evidenced by a valid CareerSource Pinellas Individual Training Account Voucher. Tuition or other payments will be made to Training Provider only for those individuals enrolled in and receiving training.

2. The Training Provider shall forward to CareerSource Pinellas an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student begins training and become eligible for invoicing. This invoice is payable to the Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall, in conformity with the general refund policies of Training Provider, refund to CareerSource Pinellas such tuition/fees, which are paid by CareerSource Pinellas for individuals who enroll in and begin training, but drop out of courses. Refund payment shall never be made to the student for funds received by the Training Provider from CareerSource Pinellas under this Agreement.
4. The Training Provider agrees that CareerSource Pinellas shall not incur financial liability for students enrolled prior to receipt of a voucher which bears the signature of authorized personnel working on behalf of CareerSource Pinellas and is embossed with the CareerSource Pinellas seal. No verbal authorizations for enrollment into training will ever occur under this Agreement.
5. CareerSource Pinellas will make all payments for authorized enrollments prior to the termination of this Agreement.
6. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CareerSource Pinellas for approval prior to being applicable to this Agreement..
7. With the executed copy of this Agreement, the Training Provider will supply CareerSource Pinellas with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CareerSource Pinellas students the same as they would apply to any other student. The Training Provider shall, in conformity with the general refund policies of the Training Provider, refund such prorated tuition, books and fees that are paid by CareerSource Pinellas for individuals who enroll in and begin training but drop out of courses or training. The Training Provider agrees not to accept a voucher that was transferred to any other student.
8. .
9. Payment Procedure
 - a) The Training Provider will receive funds based on the information contained on the Individual Training Account Voucher and from the coordination of other funding sources available to the student.
 - b) To receive reimbursement, the Training Provider must submit to CareerSource Pinellas an official, embossed Individual Training Account Voucher and invoice supported by back up documentation on costs. The payment request should be addressed to the Finance Dept. at the CareerSource Pinellas address specified below in Section N.
 - c) Individual Training Account Vouchers and invoices accepted for payment shall be paid within thirty (30) days of receipt.
 - d) Individual Training Account Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation.

E. RECORDS

1. The Training Provider shall provide to CareerSource Pinellas staff monthly progress reports indicating both the progress and attendance of CareerSource Pinellas students and signed by student and instructor or qualified school representative.
2. The Training Provider shall notify CareerSource Pinellas staff within 5-10 days of a CareerSource Pinellas student's completion or termination/drop from training program. In such an instance, information concerning the CareerSource Pinellas student's date of employment, wage, job title, CIP code, if known, must also be indicated on the progress report.
3. The Training Provider shall provide CareerSource Pinellas contact information to include an email address, a fax and a phone number for a designated representative of the Training Provider who can respond to requests from CareerSource Pinellas' authorized staff for any monthly progress report, attendance information, completion/termination information, transcripts and/or credentials.
4. The Training Provider shall take any and all necessary steps to insure the confidentiality of personal information including, name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, phone number and medical information of each trainee receiving a CareerSource Pinellas Individual Training Account Voucher. This information is considered confidential and all applicable confidentiality policies and laws shall apply. The Training Provider shall also have in place an official process for investigating and reporting lost or stolen confidential information. Any infraction of the Federal Privacy Act related to the lost or stolen of confidential information should immediately be reported to CareerSource Pinellas.
5. At any time during normal business hours and as often as CareerSource Pinellas, the State of Florida, United States Department of Labor, Comptroller General of the United States, or their designated representative may deem necessary, the Training Provider shall make available all such books, documents, papers, and records (including computer records) which are directly pertinent to payments made by CareerSource Pinellas to the Training Provider under this agreement, for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Training Provider's personnel for the purpose of interviews and discussions related to such documents.

F. AUDITS

If applicable, the Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and any other specific requirements imposed by the CareerSource Pinellas Board of Directors.

G. ASSIGNMENTS AND SUBCONTRACTS

The Training Provider shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CareerSource Pinellas, unless otherwise authorized by this Agreement. A written subcontract must be presented to CareerSource Pinellas for consideration. In no case shall such consent relieve Training Provider from the obligation under or change the terms of this Agreement unless otherwise provided.

H. TERMINATION FOR CONVENIENCE/DEFAULT

1. As noted in Section C, failure to respond to request for previous or current participant information

will terminate this Agreement.

2. CareerSource Pinellas or Training Provider may terminate this Agreement by providing thirty (30) days written notice. CareerSource Pinellas may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective as of the date the notice is issued and the Training Provider has thirty (30) days after the effective date to bill for payment. The Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training. If the Training Provider elects to remove themselves from the approved Training Provider list, the Training Provider is required to "train out" any students financially supported by a CareerSource Pinellas Training Voucher under the same provisions that are included in this agreement.

3. If the Training Provider fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CareerSource Pinellas will notify the Training Provider of such unsatisfactory performance. If such unsatisfactory performance continues, CareerSource Pinellas will notify the Training Provider in writing. The Training Provider will have ten (10) working days from receipt of notice in which to respond with a plan agreeable to CareerSource Pinellas to correct said deficiencies.

Upon failure of the Training Provider to respond within the appointed time or failure of the Training Provider to respond with appropriate plans, CareerSource Pinellas will cease enrollments into the Training Provider's programs until the Training Provider responds with appropriate plans to correct its deficiencies. Should the Training Provider be unable or unwilling to correct its performance, CareerSource Pinellas will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CareerSource Pinellas shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CareerSource Pinellas within thirty (30) days of termination date. CareerSource Pinellas staff will also present information to the CareerSource Pinellas Board of Directors regarding the performance issues and recommend removal of the Training Provider from the list of approved Training Providers.

4. The Training Provider shall give CareerSource Pinellas written notice of any perceived breach, and it shall give CareerSource Pinellas ten (10) working days to cure any perceived breach under the Agreement.

I. POLICY

The Training Provider shall adhere to the WIOA Eligible Training Provider List Policy Number 90, hereinafter referred to as the Policy. The Policy constitutes an integral part of this Agreement and is posted on CSP-

<https://careersourcepinellas.com/employers/how-to-become-a-training-provider/>

CareerSource Pinellas reserves the right to amend its policy at any time. When CareerSource Pinellas amends its policy, CareerSource Pinellas shall provide directly to the Training Provider, as per the notice provisions herein, the updated Policy and provide Training Provider with general, not specific,

notice of such changes by posting a conspicuous announcement on CSP- <https://careersourcepinellas.com/employers/how-to-become-a-training-provider/> that i) such policy changes and amendments have occurred; and ii) identifying which particular provisions have changed. Such announcement shall be maintained for no less than 30 days following the effective date of such amendment. The Training Provider's continued use of CareerSource Pinellas' Services, following the posting of such amendment shall signify and be deemed Training Provider's assent to and acceptance of the revised agreement and policy. The Training Provider agrees that it has the burden to periodically review CSP- <https://careersourcepinellas.com/employers/how-to-become-a-training-provider/>

J. ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of CareerSource Pinellas or designee for CareerSource Pinellas and an executive officer or designee of Training Provider. The parties agree to renegotiate this Agreement if revisions of any applicable state or federal laws, regulations or decreases in allocations make changes to this Agreement necessary.

K. APPLICABLE LAW AND JURISDICTION

The present Agreement is governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Jurisdiction for any claims arising under the present Agreement shall lie exclusively with the courts in Pinellas County, Florida for those who entered into agreement with CareerSource Pinellas.

L. CONFIDENTIALITY

Both Parties recognize they may have access to proprietary and confidential information concerning the other party's business, products, customers, and students ("Confidential Information"). Confidential Information includes, but is not limited to, business records, customer lists, course materials, student information, and educational records Confidential Information shall also include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, would reasonably be considered confidential. Likewise, both Parties will keep all records confidential to the extent required or allowed by applicable law, including but not limited to the Family Educational Rights and Privacy Act. Any information received by the Parties in the performance of this Agreement, or from any employee, student, or parent participating in or involved in the training will not be shared or otherwise disseminated except as allowed under this Agreement or required by law. In the event of unauthorized use, commercialization, or disclosure of Confidential Information, the party providing the Confidential Information may seek temporary and permanent injunctive relief to enforce the foregoing restrictions without any requirement to post bond or other security as a condition for such relief.

M. INDEMNIFICATION

Both Parties agree to indemnify and hold harmless the other for all claims, suits, judgments, or damages, including court costs and reasonable attorney's fees, arising out of the negligent or intentional acts or omissions of the implicated party and its agents, participants, and employees, in the course of the operation of this contract. Further, the implicated party, upon receiving timely written notification, shall defend the other party against all claims, suits, judgments, or damages, including court costs and reasonable attorney's fees, arising out of the negligent or intentional acts or omissions of the implicated party and its agents, participants, and employees, in the course of

the operation of this contract. The obligation to indemnify or defend shall be contingent on (i) the indemnifying party receiving timely written notice of the claim, suit, judgement, or damage, (ii) the indemnified party agreeing not to enter into any negotiations or settlements that would bind the indemnifying party without first consulting the indemnifying party, and (iii) if requested, the indemnified party turning over complete defense of the claim, suit, or judgment, to the indemnifying party. Where the both parties commit joint negligent and intentional acts, each party shall be liable for, and shall have the obligation to defend, the part of the jointly negligent or intentional act committed by such party. In no event shall a party be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent or intentional acts of the other party. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes

N. NOTICES

All notices under this Agreement shall be given in writing to the parties at the following addresses:

If to Training Provider:

STAFF CONTACT INFORMATION			
Contact Name: UMA Legal	Job Title: Legal Counsel		
Institution Name: UMA Education, Inc.			
Email: legal@Ultimatemedical.edu	Phone #: (____)____-____		
Address: 3101 W. Dr. Martin Luther King Jr. Blvd.	City: Tampa	State: FL	Zip: 33607

If to CareerSource Pinellas:

STAFF CONTACT INFORMATION			
Contact Name: April Torregiante	Job Title: Director, Workforce Strategic Initiatives		
Email: atorregiante@careersourcepinellas.com	Phone #: (727) 608-2356		
Address: 13805 58 th St. N., Suite 2-140	Clearwater	FL	33760

If given by United States mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the persons or addresses to which future notices are to be sent as provided by this paragraph.

Individual Training Account Voucher Invoices should be sent to:

CONTACT INFORMATION

CareerSource Pinellas
Email: invoice@careersourcepinellas.com
File formats: pdf, doc, xls, ppt, txt, png, jpg, gif File size: Less than 20MB
Fax: (727) 534-4350

FOR INQUIRIES ONLY:
CareerSource Pinellas– Accounts Payable Department
13805 58 th Street N., Suite 2-140, Clearwater, FL 33760
Phone: (727) 608-1702

M. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below the respective signatures:

WORKNET PINELLAS, INC., DBA CAREERSOURCE PINELLAS

By: *Jennifer Brackney*
Jennifer Brackney (Jun 23, 2021 10:01 EDT)
 Jennifer Brackney
 Chief Executive Officer
 CareerSource Pinellas
Date: Jun 23, 2021
 / /

Name of Institution: _____
 UMA Education, Inc.
By: *LIN DING*
LIN DING (Jun 23, 2021 13:55 EDT)
Name: LIN DING
Title: Senior Manager of Procurement
Date: Jun 23, 2021
 / /

CareerSource Pinellas is an equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. A proud partner of the American Job Center network.