



## Training Provider Agreement - Initial

This Training Provider Agreement is by and between **TAMPA BAY WORKFORCE ALLIANCE, INC. d/b/a CAREERSOURCE HILLSBOROUGH PINELLAS**, hereinafter referred to as **CareerSource Hillsborough Pinellas** and

\_\_\_\_\_ hereinafter referred to as the Training Provider.

Whereas, CareerSource Hillsborough 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 Hillsborough & Pinellas County, CareerSource Hillsborough Pinellas may request from time to time that the Training Provider provide certain prescribed training to eligible individuals referred by CareerSource Hillsborough Pinellas staff, 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 Hillsborough Pinellas and the Training Provider as to the training program(s) to be provided to those eligible individuals referred by CareerSource Hillsborough Pinellas staff and accepted by the Training Provider and the operating procedures governing payment for that training program, and;

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

Whereas, CareerSource Hillsborough 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 Hillsborough Pinellas staff to the Training Provider shall be enrolled only in the approved training course(s) and only for the designated period specified on the CareerSource Hillsborough Pinellas Individual Training Account Voucher. At no time can the Training Provider allow CareerSource Hillsborough Pinellas student to switch training programs or to extend their training at CareerSource Hillsborough Pinellas cost, without written approval via the issuance of an updated Training Voucher from CareerSource Hillsborough 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 Hillsborough Pinellas cannot pay other fees that are not specified in this Agreement or on the Individual Training Account Voucher.

2. For individuals requiring a renewal of their CareerSource Hillsborough Pinellas Individual Training Account Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CareerSource Hillsborough 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 Hillsborough Pinellas of any changes in the approved Program Descriptions prior to the enrollment of any individual referred by CareerSource Hillsborough Pinellas staff.
4. It is understood and agreed that WIOA customers will receive a comprehensive objective assessment and individual service strategy or Individual Employment Plan by CareerSource Hillsborough Pinellas to determine the most appropriate training for each individual. Only those customers determined to need training through this objective assessment will be referred to the Training Provider by CareerSource Hillsborough 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 Hillsborough Pinellas staff.
5. All CareerSource Hillsborough 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 Hillsborough Pinellas customers. CareerSource Hillsborough 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 Hillsborough Pinellas staff for training will be evaluated for all financial aid eligibility normally available to other students.
6. 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 if CareerSource Hillsborough 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 Hillsborough 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.
7. The Training Provider will seek and coordinate other funding sources for WIOA students. The Training Provider agrees to notify CareerSource Hillsborough Pinellas staff in writing on a quarterly basis of any financial aid provided to students. 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 Hillsborough Pinellas funds.
8. The Training Provider acknowledges and understands that remuneration to attract CareerSource Hillsborough Pinellas students is prohibited.
9. 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 Hillsborough 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 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 Hillsborough 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 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 Department of Labor (DOL) and Florida Commerce to be provided yearly for Federal reporting requirements.

In addition, Training Providers are required to report outcome/performance information on CareerSource Hillsborough Pinellas students to CareerSource Hillsborough 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

## C. AGREEMENT PERIOD

This initial Agreement will become effective on \_\_\_\_\_, and remain in effect until \_\_\_\_\_, 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 Hillsborough Pinellas as evidenced by a valid CareerSource Hillsborough 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 Hillsborough Pinellas a signed 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 Hillsborough Pinellas such tuition/fees, which are paid by CareerSource Hillsborough 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 Hillsborough Pinellas under this agreement.
4. The Training Provider agrees that CareerSource Hillsborough 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 Hillsborough Pinellas. No verbal authorizations for enrollment into training will ever occur under this agreement.
5. CareerSource Hillsborough 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 Hillsborough Pinellas for approval. Changes must be reviewed and accepted by CareerSource Hillsborough Pinellas prior to implementation.
7. With the executed copy of this Agreement, the Training Provider will supply CareerSource Hillsborough Pinellas with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to CareerSource Hillsborough 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 Vender, refund such tuition, books and fees that are paid by CareerSource Hillsborough 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. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
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 Hillsborough Pinellas an official 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 Hillsborough Pinellas address specified below in Section L.
  - c) Individual Training Account Vouchers and invoices accepted for payment will generally 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 Hillsborough Pinellas staff monthly progress

reports indicating both the progress and attendance of CareerSource Hillsborough Pinellas students and signed by student and instructor or qualified school representative.

2. The Training Provider shall notify CareerSource Hillsborough Pinellas staff within 5-10 days of a CareerSource Hillsborough Pinellas student's completion or termination/drop from training program. In such an instance, information concerning the CareerSource Hillsborough 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 Hillsborough 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 Hillsborough Pinellas's 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 Hillsborough Pinellas Training 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 Hillsborough Pinellas.
5. At any time during normal business hours and as often as CareerSource Hillsborough 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 Hillsborough 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 Board.

#### 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 Hillsborough Pinellas, unless otherwise authorized by this Agreement. A written subcontract must be presented to CareerSource Hillsborough 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 Hillsborough Pinellas or Training Provider may terminate this Agreement for convenience when it is in the best interest of CareerSource Hillsborough Pinellas or Training Provider. CareerSource Hillsborough 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 Hillsborough 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 Hillsborough Pinellas will notify the Training Provider of such unsatisfactory performance. If such unsatisfactory performance continues, CareerSource Hillsborough 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 Hillsborough 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 Hillsborough 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 Hillsborough Pinellas will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CareerSource Hillsborough 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 Hillsborough Pinellas within thirty (30) days of termination date. CareerSource Hillsborough Pinellas staff will also present information to the CareerSource Hillsborough 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 Hillsborough Pinellas written notice of any perceived breach, and it shall give CareerSource Hillsborough 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.

CareerSource Hillsborough Pinellas reserves the right to amend its policy at any time. When CareerSource Hillsborough Pinellas amends its policy, CareerSource Hillsborough Pinellas shall make reasonable efforts to provide the Training Provider with general, not specific, notice of such change by posting a conspicuous announcement on the agency web site. 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 Hillsborough 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 the web site.

**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 Hillsborough Pinellas or designee for CareerSource Hillsborough Pinellas and an executive officer 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 Hillsborough & Pinellas County, Florida for those who entered into agreement with CareerSource Hillsborough Pinellas.

**L. 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:	Job Title:		
Institution Name:			
Email:	Phone #: (____) ____ - ____		
Address:	City:	State:	Zip:

**If to CareerSource Hillsborough Pinellas:**

STAFF CONTACT INFORMATION			
Contact Name: Michelle Moeller	Job Title: Vice President of Policy and Compliance		
Email: <a href="mailto:mmoeller@careersourceHP.com">mmoeller@careersourceHP.com</a>	Phone #: (727) 608-2356		
Address: 13805 58 <sup>th</sup> 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:**

CareerSource Hillsborough Pinellas
Email: <a href="mailto:invoice@careersourceHP.com">invoice@careersourceHP.com</a>
File formats: pdf, doc, xls, ppt, txt, png, jpg, gif File size: Less than 20MB
Fax: (727) 534-4350

<b>FOR INQUIRIES ONLY:</b>
CareerSource Hillsborough Pinellas – Accounts Payable Department
13805 58 <sup>th</sup> St. 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:

**TAMPA BAY WORKFORCE ALLIANCE,  
INC., DBA CAREERSOURCE  
HILLSBOROUGH PINELLAS**

**Name of Institution:** \_\_\_\_\_

**By:** \_\_\_\_\_

Steven Meier  
Co-Interim Chief Executive Officer  
CareerSource Hillsborough Pinellas

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_